

Hearing Date: April 18, 2023, at 10:00 a.m. (prevailing Eastern Time)
Objection Deadline: April 11, 2023, at 4:00 p.m. (prevailing Eastern Time)

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Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC, *et al.*,¹

Debtors.

) Chapter 11

) Case No. 22-10964 (MG)

) (Jointly Administered)

**NOTICE OF HEARING
ON DEBTORS' APPLICATION FOR ENTRY OF
AN ORDER (I) AUTHORIZING THE RETENTION AND
EMPLOYMENT OF STOUT RISIUS ROSS, LLC AS VALUATION ADVISOR,
EFFECTIVE AS OF FEBRUARY 21, 2023, AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that a hearing on the *Debtors' Application for Entry of an Order (I) Authorizing the Retention and Employment of Stout Risius Ross, LLC as Valuation Advisor, Effective as of February 21, 2023, and (II) Granting Related Relief* (the "Application"), will be **held on April 18, 2023, at 10:00 a.m., prevailing Eastern Time** (the "Hearing"). In accordance with General Order M-543 dated March 20, 2020, the Hearing will be conducted

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd. (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

remotely using Zoom for Government. Parties wishing to appear at the Hearing, whether making a “live” or “listen only” appearance before the Court, need to make an electronic appearance (an “eCourtAppearance”) through the Court’s website at <https://ecf.nysb.uscourts.gov/cgi-bin/nysbAppearances.pl>. Electronic appearances (eCourtAppearances) need to be made by **4:00 p.m., prevailing Eastern Time, the business day before the hearing (i.e., on April 17, 2023).**

PLEASE TAKE FURTHER NOTICE that due to the large number of expected participants in the Hearing and the Court’s security requirements for participating in a Zoom for Government audio and video hearing, all persons seeking to attend the Hearing at 10:00 a.m., prevailing Eastern Time on April 18, 2023 must connect to the Hearing beginning at 9:00 a.m., prevailing Eastern Time on April 18, 2023. When parties sign in to Zoom for Government and add their names, they must type in the first and last name that will be used to identify them at the Hearing. Parties that type in only their first name, a nickname or initials will not be admitted into the Hearing. When seeking to connect for either audio or video participation in a Zoom for Government Hearing, you will first enter a “Waiting Room,” in the order in which you seek to connect. Court personnel will admit each person to the Hearing from the Waiting Room after confirming the person’s name (and telephone number, if a telephone is used to connect) with their eCourtAppearance. Because of the large number of expected participants, you may experience a delay in the Waiting Room before you are admitted to the Hearing.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the relief requested in the Application shall: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the

Southern District of New York; (c) be filed electronically with the Court on the docket of *In re Celsius Network LLC*, No. 22-10964 (MG) by registered users of the Court's electronic filing system and in accordance with all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York (which are available on the Court's website at <http://www.nysb.uscourts.gov>); and (d) be served in accordance with the *Amended Final Order (I) Establishing Certain Notice, Case Management, and Administrative Procedures and (II) Granting Related Relief*, [Docket No. 1181] (the "Case Management Order") by **April 11, 2023, at 4:00 p.m., prevailing Eastern Time**, to (i) the entities on the Master Service List (as defined in the Case Management Order and available on the case website of the Debtors at <https://cases.stretto.com/celsius>) and (ii) any person or entity with a particularized interest in the subject matter of the Application.

PLEASE TAKE FURTHER NOTICE that only those responses or objections that are timely filed, served, and received will be considered at the Hearing. Failure to file a timely objection may result in entry of a final order granting the Application as requested by the Debtors.

PLEASE TAKE FURTHER NOTICE that copies of the Application and other pleadings filed in these chapter 11 cases may be obtained free of charge by visiting the website of Stretto at <https://cases.stretto.com/celsius>. You may also obtain copies of the Application and other pleadings filed in these chapter 11 cases by visiting the Court's website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

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New York, New York
Dated: March 28, 2023

/s/ Joshua A. Sussberg

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Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC, *et al.*,¹

Debtors.

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) Chapter 11
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) Case No. 22-10964 (MG)
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**DEBTORS' APPLICATION FOR ENTRY OF
AN ORDER (I) AUTHORIZING THE RETENTION AND
EMPLOYMENT OF STOUT RISIUS ROSS, LLC AS VALUATION ADVISOR,
EFFECTIVE AS OF FEBRUARY 21, 2023, AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state as follows in support of this application (this "Application"):

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"), (a) authorizing the Debtors to retain and employ Stout Risius Ross, LLC

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd. (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

(“Stout”), as the Debtors’ valuation advisor, in accordance with the terms and conditions set forth in that certain engagement letter between Stout and the Debtors, effective as of February 21, 2023 (as may be amended, supplemented, or modified from time to time, the “Engagement Letter”), a copy of which is attached as Exhibit 1 to the Order, and (b) granting related relief. For the reasons set forth below, the relief requested herein is in the best interest of the Debtors, their estates, creditors, stakeholders, and other parties in interest and therefore should be granted.

2. In support of this Application, the Debtors rely upon, and incorporate by reference herein, the *Declaration of Joel Cohen in Support of Debtors’ Application for Entry of an Order (I) Authorizing the Retention and Employment of Stout Risius Ross, LLC as Valuation Advisor, Effective as of February 21, 2023, and (II) Granting Related Relief* (the “Cohen Declaration”), which is attached hereto as **Exhibit B**.

Jurisdiction and Venue

3. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the Southern District of New York, entered February 1, 2012. The Debtors confirm their consent to the Court entering a final order in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory bases for the relief requested herein are sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016(a) of the

Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”).

Background

6. The Debtors, together with their non-Debtor affiliates (collectively, “Celsius”), are one of the largest and most sophisticated cryptocurrency based finance platforms in the world and provide financial services to institutional, corporate, and retail clients across more than 100 countries. Celsius was created in 2017 to be one of the first cryptocurrency platforms to which users could transfer their crypto assets and (a) earn rewards on crypto assets and/or (b) take loans using those transferred crypto assets as collateral. Headquartered in Hoboken, New Jersey, Celsius has more than 1.7 million registered users and approximately 300,000 active users with account balances greater than \$100.

7. On July 13, 2022 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the facts and circumstances of these chapter 11 cases is set forth in the *Declaration of Robert Campagna, Managing Director of Alvarez & Marsal North America, LLC, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 22] (the “Campagna Declaration”).² The Debtors commenced these chapter 11 cases to provide Celsius an opportunity to stabilize its business and consummate a comprehensive restructuring transaction that maximizes value for stakeholders.

8. The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. These chapter 11 cases have been consolidated for procedural purposes only and are jointly administered pursuant to

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Campagna Declaration.

Bankruptcy Rule 1015(b) [Docket Nos. 53 and 1648]. On July 27, 2022, the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed an official committee of unsecured creditors [Docket No. 241] (the “Committee”). On September 14, 2022, the Court entered an order directing the appointment of an examiner [Docket No. 820]. On October 20, 2022, the Court entered an order approving the appointment of an independent fee examiner [Docket No. 1151] (the “Fee Examiner”).

Retention of Stout

9. The Debtors chose Stout to act as valuation advisor in connection with valuations necessary for the Debtors’ proposed disclosure statement because Stout and its professionals have extensive experience in delivering such valuation analysis services to companies, including financially distressed companies. The professionals employed by Stout include certified public accountants, chartered financial analysts, certified insolvency and restructuring advisors, certified fraud examiners, and forensic financial and valuation consultants and analysts. These professionals have extensive experience and expertise in (i) valuation, (ii) the analysis, operation, restructuring, and liquidation of businesses, (iii) forensic and fraud investigation, (iv) asset tracing, and (v) investment banking. Stout’s extensive experience advising or assisting in the wind-down of the affairs during the bankruptcies or restructurings of investment funds and financial services companies includes serving as financial advisor to the receiver of ACP X LP (Supreme Court of the State of New York); financial advisor to the receiver of the StraightPath Venture Partners LLC (Southern District of New York); financial advisor to Black Elk Energy Offshore Operations, LLC’s official committee of unsecured creditors; financial advisor to Carlson Travel, Inc. and its debtor affiliates (chapter 11); financial advisor to the Chesapeake Energy Corporation and its debtor affiliates (chapter 11); financial advisor to the trustees (Cayman, BVI and New Zealand) of various entities associated with the 1Malaysia Development Berhad (1MDB) in the Malaysian

sovereign wealth fund dispute; financial advisor to the Cayman Liquidator of the Bear Stearns High-Grade Structured Credit Strategies (Overseas) Ltd.; and financial advisor to the Stillwater Liquidating Trust LLC; among others.

10. Mr. Joel Cohen (“Mr. Cohen”), who will be one of the lead professionals of this engagement, has over twenty years of experience in the dispute, forensic, and insolvency practice areas, most specifically focused in the financial services and asset management industries. His experience encompasses a number of significant cross-border insolvency and litigation matters, where he has served as financial advisor and consulting expert to fiduciaries, offshore liquidators, bankruptcy, and litigation trustees. He has assisted these clients in a variety of litigation consulting services, including asset tracing, fraud, Ponzi schemes, industry custom and practice for investment managers, and forensic analysis. Mr. Cohen has also led several internal investigations within the context of family offices, investment advisors, and various corporate structures.

11. As noted, Stout has extensive experience providing financial advisory services in the context of bankruptcies and restructurings, including serving as financial advisor to the receiver in *SEC v. StraightPath Venture Partners LLC, et al.*, No. 22-03897 (LAK) (S.D.N.Y. July 14, 2022); valuation advisor to the debtors in *In re Extraction Oil & Gas, Inc.*, No. 20-11548 (CSS) (Bankr. D. Del. Dec. 1, 2020); financial advisor to the receiver in *New York v. ACP XLP, et al.*, No. 452378/2019 (N.Y. Sup. Ct. 2019); financial advisor to the official committee of unsecured creditors in *In re Falcon V, LLC*, No. 19-10547 (Bankr. M.D. La. Aug. 27, 2019); financial advisor to the official committee of unsecured creditors in *In re Lockwood Holdings, Inc.*, No. 18-30197 (DRJ) (Bankr. S.D.T.X. April 25, 2018); financial advisor to the official committee of unsecured creditors in *In re Black Elk Energy Offshore Operations, LLC*, No. 15-34287 (MI) (Bankr. S.D.T.X. Nov. 20, 2015); and financial advisor to

the debtors in *In re Luca International Group LLC*, No. 15-34221 (DRJ) (Bankr. S.D.T.X. Aug. 10, 2015); among others. Accordingly, the Debtors have determined that Stout has the resources and experience necessary to perform the services in these chapter 11 cases. The Debtors believe that Stout's employment is in the best interests of the Debtors, their estates, creditors, stakeholders, and other parties in interest.

Services to Be Provided

12. Subject to the Court's approval, the Debtors anticipate that Stout will perform the following services (collectively, the "Services") pursuant to the Engagement Letter: (a) assisting in the determination of the Fair Value of the Debtors' reorganization value upon emergence, including calculation of a Net Asset Value of certain of the Debtors' assets, and (b) preparation of a preliminary valuation as of a current date, which will be updated as of the emergence date.³

13. Should the Debtors request Stout to perform additional services not contemplated by the Engagement Letter, the Debtors and Stout will mutually agree upon such services and fees for those in writing, in advance. The Debtors shall file notice of any proposed additional services and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, counsel for the Committee, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within fourteen days of the Debtors filing such notice, such additional services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing.

³ To the extent that any summary set forth herein differs from the terms of the Engagement Letter, the terms of the Engagement Letter shall control. Capitalized terms used but not defined in this section shall have the meanings ascribed to them in the Engagement Letter.

Professional Compensation

14. Pursuant to section 328(a) of the Bankruptcy Code, the Debtors request that the Court approve the retention of Stout on the fee terms and at the rates expressed in the Engagement Letter. The following is a brief summary of some of the more salient fee terms of the Engagement Letter, and the Engagement Letter sets forth all of the compensation and expense reimbursement provisions that shall apply thereunder.

15. Provision of the Services pursuant to the Engagement Letter will be billed based on Stout's hourly rates for such Services, which range from \$150 to \$850, as follows:

<u>Level</u>	<u>Hourly Rate</u>
Managing Director	\$650–850
Director	\$450–575
Senior Manager/Senior Vice President	\$450–500
Manager/Vice President	\$425
Associate	\$350
Analyst	\$225–250
Paraprofessional	\$150–175

16. Stout's fees are exclusive of taxes or similar charges, as well as customs, duties, or tariffs imposed in respect of the Services, all of which the Debtors shall pay. Further, in the event that the Debtors terminate this engagement prior to the completion of the Services and/or the chapter 11 cases are resolved such that Stout's total fees are less than \$20,000, Stout shall be entitled to receive \$20,000 as its total compensation for this engagement.

17. In addition to the fees set forth above, the Debtors shall reimburse Stout for any direct expenses incurred in connection with Stout's retention in these chapter 11 cases and the

performance of the Services set forth in the Engagement Letter; *provided*, that Stout shall be required to receive prior written consent from the Debtors before incurring direct expenses that exceed \$10,000 in the aggregate. Stout's direct expenses shall include, but not be limited to, reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations, specialized research, other expenses (including any fees or reasonable expenses of Stout's legal counsel) related to this engagement, and any potential value-added taxes, sales taxes, and other indirect taxes incurred in connection with the delivery of the Services. Stout will charge the Debtors for these direct expenses at Stout's cost.

18. If Stout is requested or authorized by the Debtors, or is required by government regulation, subpoena, or other legal process, to produce its documents or personnel as witnesses with respect to the Services or the Engagement Letter, the Debtors would, so long as Stout is not a party to the proceeding in which the information is sought, reimburse Stout for its professional time and expenses, as well as the fees and expenses of their counsel, incurred in responding to such requests.

19. The hourly rates and corresponding rate structure that Stout will use in these chapter 11 cases are the same that Stout uses in similar matters regardless of whether a fee application is required, and reflect the normal and customary billing practices for engagements of this complexity and magnitude. These rates and the rate structure reflect complex matters that involve great complexity, high stakes, and severe time pressures. The hourly rates vary with the experience and seniority of the individuals assigned. The Debtors believe that these compensation arrangements are market-based and reasonable considering the knowledge and experience of Stout's professionals.

20. The Debtors believe the Engagement Letter and the fees contemplated therein are consistent with and typical of compensation arrangements entered into by Stout with other comparable firms in connection with the rendering of similar services under similar circumstances. The Debtors believe that the terms and conditions in the Engagement Letter are reasonable, consistent with the market, and designed to compensate Stout fairly for its work and to cover fixed and routine overhead expenses.

Stout's Disinterestedness

21. In connection with the proposed retention by the Debtors in these chapter 11 cases, Stout received and reviewed a list of parties in interest (the "Parties in Interest") from the Debtors.

22. To the best of the Debtors' knowledge, and except to the extent disclosed herein and in the Cohen Declaration, Stout: (a) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code; (b) does not hold or represent an interest adverse to the Debtors' estates; and (c) has no connection to the Debtors, their creditors, or their related parties. To the extent that Stout discovers any new relevant facts or relationships bearing on the matters described herein during the period of its retention, it will use reasonable efforts to promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

23. For these reasons, to the best of the Debtors' knowledge, information, and belief, based on the Cohen Declaration, none of Stout's past or current engagements would or do appear to create an interest materially adverse to the interests of the Debtors, creditors, or equity security holders in these chapter 11 cases. As such, the Debtors believe that Stout is disinterested and holds no materially adverse interest to the Debtors' estates.

Certain Other Terms of the Engagement Letter

24. Stout's provision of Services to the Debtors is contingent upon this Court's approval of each term and condition set forth in the Engagement Letters.

25. The Debtors or Stout may terminate the Engagement Letter, respectively, at any time upon ten days' written notice; *provided*, that Stout may suspend or terminate this engagement on less than ten days' notice in the event of non-payment of amounts due to Stout. Notwithstanding such termination, however, the Debtors' estates will remain obligated to pay all accrued fees and expenses as of the effective date of such termination. Moreover, certain other terms of the Engagement Letter will continue (either indefinitely or for a specified period of time) following termination.

Indemnification

26. As part of the overall compensation payable to Stout under the Engagement Letter, the Engagement Letter provides Stout certain indemnification rights (the "Indemnification Provision"). As more fully set forth therein, the Indemnification Provision provides that the Debtors will, to the fullest extent allowable by law, defend, indemnify, and hold harmless Stout, its affiliates, and its and their respective owners, employees, contractors, and agents (each, an "Indemnified Party") from any and all obligations, charges, claims, losses, costs, fees, expenses, damages, and liabilities (including reasonable attorneys' fees and costs) (collectively, "Losses") relating to, or arising out of, or directly or indirectly in consequence of, as a result of Stout's Services or this engagement, regardless of the cause of the alleged injury or damage, except to the extent such Losses are finally determined by a court of competent jurisdiction to have resulted from the gross negligence, willful misconduct, or fraud of an Indemnified Party.

27. The Indemnification Provision was negotiated at arm's length and in good faith between the Debtors and Stout. The Debtors believe that the Indemnification Provision in the Engagement Letter reflects the customary qualifications and limits on such terms for financial advisory engagements both out of court and in chapter 11 cases and respectfully submit that the Indemnification Provision is reasonable, subject to the modifications set forth in the Order.

The Debtors believe that the proposed modifications to the Indemnification Provision are appropriate under the circumstances, consistent with recent orders entered in this jurisdiction, and should be approved.

No Duplication of Services

28. Stout's Services are expressly necessary for the preparation of valuations that are required to be included in the Debtors' proposed disclosure statement, which the Debtors will file with the Court in the coming weeks. Because of the specific purpose for which they are required, Stout's Services are narrowly tailored in both scope and duration.

29. Further, the Debtors intend and anticipate that Stout's Services will complement, and not duplicate, the services rendered by any other professional retained in these chapter 11 cases. To the best of the Debtors' knowledge, Stout understands that the Debtors have retained, and may further retain, additional professionals during the term of the engagement and will work cooperatively with such professionals to integrate any respective work conducted by such professionals on behalf of the Debtors.

Basis for Relief

30. The Debtors submit that the employment and retention of Stout under the terms described herein is appropriate under sections 327(a) and 328(a) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code empowers the trustee, with the Court's approval, to employ professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title." 11 U.S.C. § 327(a). Section 101(14) of the Bankruptcy Code defines a "disinterested person" as a person that:

- is not a creditor, an equity security holder, or an insider;

- is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
- does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.

11 U.S.C. § 101(14).

31. Section 328(a) of the Bankruptcy Code authorizes the employment of a professional person “on any reasonable terms and conditions of employment, including on a retainer”

11 U.S.C. § 328(a). The terms and conditions of Stout’s retention as described herein are reasonable and in keeping with the terms and conditions typical for engagements of this size and character. It is reasonable for the Debtors to seek to retain and employ Stout to provide valuation advisory services on the terms and conditions set forth herein.

32. Stout intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court’s approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. The Debtors submit that for all the reasons stated above and in the Cohen Declaration, the Debtors’ retention and employment of Stout is warranted.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

33. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the fourteen-day stay period under Bankruptcy Rule 6004(h).

Motion Practice

34. This Application includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this Application. Accordingly, the Debtors submit that this Application satisfies Local Rule 9013-1(a).

Notice

35. The Debtors will provide notice of this Application to the following parties or their respective counsel: (a) the U.S. Trustee; (b) counsel to the Committee; (c) the holders of the 50 largest unsecured claims against the Debtors (on a consolidated basis); (d) the United States Attorney's Office for the Southern District of New York; (e) the Internal Revenue Service; (f) the offices of the attorneys general in the states in which the Debtors operate; (g) the Securities and Exchange Commission; (h) counsel to the Fee Examiner; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

36. No prior request for the relief sought in this Application has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors request that the Court enter the Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: March 28, 2023
New York, New York

/s/ Christopher Ferraro
Christopher Ferraro
Interim Chief Executive Officer, Chief
Restructuring Officer, and Chief Financial
Officer
Celsius Network LLC

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
CELSIUS NETWORK LLC, <i>et al.</i> , ¹)	Case No. 22-10964 (MG)
)	
Debtors.)	(Jointly Administered)

**ORDER (I) AUTHORIZING THE
RETENTION AND EMPLOYMENT OF STOUT
RISIUS ROSS, LLC AS VALUATION ADVISOR, EFFECTIVE
AS OF FEBRUARY 21, 2023, AND (II) GRANTING RELATED RELIEF**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing the Debtors to retain and employ Stout Risius Ross, LLC (“Stout”), as the Debtors’ valuation advisor, effective as of February 21, 2023, in accordance with the terms and conditions set forth in the Engagement Letter, a copy of which is attached as **Exhibit 1** hereto, and (b) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the Southern District of New York, entered February 1, 2012; and this Court having the power to enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd. (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

of these cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that Stout does not hold or represent an adverse interest to the Debtors or their estates and is disinterested under 11 U.S.C. § 101(14); and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing thereon were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. In accordance with sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rules 2014-1 and 2016-1, the Debtors are authorized to employ and retain Stout, effective as of February 21, 2023, in accordance with the terms and conditions set forth in the Application and Engagement Letter, as modified by this Order.
3. Stout shall be compensated in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, this Order, and any other applicable orders of this Court.
4. The terms of the Engagement Letter, including without limitation, the compensation provisions, are reasonable terms and conditions of employment and are hereby approved.

5. Consistent with, and subject to, the terms of the Engagement Letter and this Order, Stout is hereby authorized to perform the Services provided for in the Engagement Letter.

6. Stout is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code.

7. Stout shall file monthly statements, interim fee applications, and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, and any other applicable procedures and orders of this Court and consistent with the proposed compensation set forth in the Engagement Letter. Stout shall keep reasonably detailed time records in one-tenth of an hour increments in accordance with the U.S. Trustee Guidelines and will submit, with any monthly fee statements, and interim and final fee applications, together with the time records, a narrative summary, by project category, of services rendered and will identify each professional rendering services, the category of services rendered, and the total amount of compensation requested by Stout.

8. Prior to any increases in Stout’s hourly rates pertaining to the Debtors, Stout shall file a supplemental declaration with this Court, and provide ten business days’ notice to the Debtors and the U.S. Trustee, any official committee, and the Fee Examiner. The supplemental declaration shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to the rate increase. The U.S. Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in Section 330 of the Bankruptcy Code.

9. Notwithstanding anything to the contrary in the Application or the Engagement Letter, Stout shall not seek nor shall Stout be entitled to reimbursement for fees and expenses of its counsel incurred in connection with any objection to its fees or defending any of its fee applications in these chapter 11 cases. In the event that, during the pendency of these cases, Stout seeks reimbursement for any attorneys' fees or expenses, the invoices and supporting time records from such attorneys shall be included in the respective fee applications and such invoices and time records shall be in compliance with the Local Rules and shall be subject to any U.S. Trustee Guidelines and Court approval under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327.

10. Stout and the Debtors shall use their reasonable efforts to avoid any duplication of services provided by Stout and any of the Debtors' other retained professionals in these chapter 11 cases.

11. Notwithstanding anything in this Application or the Engagement Letter to the contrary, (i) to the extent that Stout uses the services of independent contractors, subcontractors, or employees of foreign affiliates or subsidiaries (collectively, the "Contractors") in these cases, they shall pass through the cost of the Contractors to the applicable Debtors at the same rate that they pay the Contractors and (ii) seek reimbursement for actual costs only. Contractors from whom Stout seeks to pass through fees on an hourly basis to the applicable Debtors shall be subject to the same conflict checks as required for Stout, and such Contractors shall file with the Court such disclosures as required by Bankruptcy Rule 2014.

12. Such services other than set forth in the Application that the Debtors may request that Stout provide during the course of these chapter 11 cases, and as agreed to by Stout, shall be subject to separate application and order of this Court.

13. Notwithstanding anything to the contrary in the Engagement Letter, the indemnification provisions are hereby reinstated and modified only as follows:

- (a) All requests of Stout for payment of indemnity pursuant to the Engagement Letter shall be made by means of an application (interim or final as the case may be) and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Letter and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity is sought, *provided, however*, that in no event shall Stout be indemnified in the case of its own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, fraud, or willful misconduct.
- (b) In the event that Stout seeks reimbursement from the Debtors for reasonable attorneys' fees in connection with a request by Stout for payment of indemnity pursuant to the Engagement Letter, as modified by this Order, the invoices and supporting time records from such attorneys shall be included in Stout's own application (both interim and final) and such invoices and time records shall be subject to the Fee Guidelines and the approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.
- (c) In no event shall Stout be indemnified if the Debtors or representatives of the estates assert a claim for, and a court determines by final order that such claim arose out of, Stout's own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence, fraud, or willful misconduct.

14. Stout will review its files periodically during the pendency of these chapter 11 cases to determine whether any disqualifying conflicts or other circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Stout will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

15. The Debtors and Stout are authorized to take all actions necessary to implement the relief granted in this Order in accordance with the Application.

16. Notice of the Application satisfies the requirements of Bankruptcy Rule 6004(a).

17. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

18. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

19. Notwithstanding any provision to the contrary in the Application or the Engagement Letter, the Court shall retain jurisdiction to hear and to determine all matters arising from or related to implementation, interpretation, or enforcement of this Order and Stout's retention.

20. To the extent that there is any inconsistency between the Engagement Letter, the Application, the Cohen Declaration, and this Order, the provisions of this Order shall apply.

21. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

New York, New York
Dated: _____, 2023

THE HONORABLE MARTIN GLENN
CHIEF UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Engagement Letter



CONFIDENTIAL

February 21, 2023

Chris Ferraro
Interim Chief Executive Officer, Chief Financial Officer, Chief Restructuring Officer
Celsius Network LLC et al¹
50 Harrison Street
Suite 209F
Hoboken, NJ 07030

c/o Kirland & Ellis LLP
601 Lexington Avenue
New York, New York 10022

RE: In re: Chapter 11 CELSIUS NETWORK LLC, et al., Case No. 22-10964 (the "Matter" or the "Chapter 11 Cases")

Dear Mr. Ferraro:

On behalf of Stout Risius Ross, LLC ("Stout"), I am pleased to confirm the arrangement under which we will provide certain Services (as defined herein) to Celsius Network LLC and its affiliated entities set forth in footnote one (the "Client", "you," or "your") in the Matter pursuant to this engagement letter (the "Engagement Letter"), which amends and supersedes any and all engagement agreements, written or otherwise, previously executed between you and Stout in their entirety.

Our Services and Scope

In connection with the Matter, we will perform the following services (the "Services"):

We understand that the Client intends to reorganize as a going concern (the "Transaction"). We further understand the engagement objectives to consist of assisting in the determination of the Fair Value (as defined herein) of the Client's reorganization value upon emergence. In calculating the reorganization value, our scope will include calculating a net asset value of certain assets of the Client. The scope will include calculating the Fair Value of certain assets and/or liabilities of the Client based on mutually agreed to terms between the Client, its advisors, and us. We understand that our scope will include performing a preliminary valuation as of a current date, and updating this valuation as of the emergence date.

We will perform our analysis in accordance with Financial Accounting Standards Board Accounting Standards Codification ("ASC") Topic 852, *Reorganizations* ("ASC 852") and related accounting promulgations including ASC Topic 805, *Business Combinations* ("ASC 805") and Topic 820, *Fair Value Measurement* ("ASC 820"). In addition, when we need to perform valuation of digital assets, which possess an inherent uncertainty and price volatility, we will leverage established valuation methods following ASC 820 guidance.

¹ The entities covered by this Engagement Letter include: Celsius Network LLC; Celsius KeyFi LLC; Celsius Lending LLC; Celsius Mining LLC; Celsius Network Inc.; Celsius Network Limited; Celsius Networks Lending LLC; Celsius US Holding LLC; GK8 Ltd.; GK8 UK Limited; and GK8 USA LLC.

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The term "Fair Value" is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (ASC 820-10-20). In particular, ASC 820 prescribes that the measurement of the Fair Value of an asset or liability should be based on assumptions that market participants would use when pricing the asset or liability. Accordingly, we will determine Fair Value based on the price that would be received to sell an asset or transfer a liability at the measurement date, assuming a transaction takes place at that date (i.e., an exit price).

We understand that our Services will be utilized to satisfy financial reporting requirements and for purposes of the Client's Chapter 11 Cases. Neither our verbal conclusions nor our work product are in any way intended for, nor may they be relied upon, by any other person or used for any other purpose without our express, prior written consent. Notwithstanding the foregoing, the Client is authorized to include and otherwise reference our analysis generally (with the prior consent of Stout, which consent shall not be unreasonably withheld, conditioned or denied) and report in its Chapter 11 Cases in connection with its disclosure statement and/or any other necessary pleading, which will be filed with the United States Bankruptcy Court for the Southern District of New York (the "Court") and accessible by the public on the Court's docket, and make an informational copy of our analysis and report available to its advisors and auditors in support of their evaluation of management's assertions; however, we are not undertaking any duty or obligation to your auditors or establishing any other direct relationship with them.

Stout further understands that Client is interested in obtaining objective and independent analyses in connection with this Matter. Stout will report to Client verbally from time to time, and at Client's direction, on the progress of the work and preliminary findings.

The Services to be provided are intended for use only in connection with the Matter and no other purpose. It is expressly understood that any reports or other documents produced by Stout will not be provided to nor may they be relied upon by any third parties except as expressly stated in this Agreement, without first obtaining Stout's prior written consent.

Staffing

This engagement will be under the overall supervision of Joel Cohen; however, other members of Stout will assist in the engagement. In the event it becomes necessary to reassign this engagement to another Stout professional, we will notify you promptly and give you an opportunity to evaluate with us the appropriate professional whose skill sets and experience most closely match the requirements of the engagement. We may also use contractors, as appropriate, to assist in performing the Services; *provided* that Stout is required to receive prior written consent (email being sufficient) from the Client before using any contractors.

Client's Responsibilities

Client acknowledges that the successful delivery of our Services, and the fees charged, are dependent on (i) providing Stout timely, accurate and complete data within Client's control; (ii) the Client obtaining applicable licenses and authorizations required for Stout to use the data or materials provided by Client; and (iii) timely notice to Stout of any material direction or any material event or change that may impact the Services. You are solely responsible for all management decisions and implementing, maintaining, and monitoring any actions identified during the course of the Services.

Client shall be solely responsible for the work and fees of any other party engaged by Client to provide services in connection with the engagement hereunder regardless of whether such party was introduced to Client by Stout.

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Fees, Expenses and Billing Arrangements

Fees

Our hourly rates are based on experience, training, and level of professional achievement. It is often necessary to consider other factors such as the complexity of the work, prior experience, and engagement timing in establishing staffing for the engagement and our fees. Current hourly rates for our professional staff range from \$220 to \$800. Our standard hourly rates are reconsidered annually with changes effective October 1st of each year.

In the event that the Client terminates this engagement prior to the completion of the Services and/or this Matter is resolved such that Stout's total fees are less than \$20,000, Stout shall be entitled to receive \$20,000 as its total payment for this engagement.

Expenses

Direct expenses (including but not limited to transportation, lodging, meals, specialized research, etc.) will be billed on a pass-through basis; *provided* that Stout shall be required to receive prior written consent from the Company before incurring direct expenses that exceed \$10,000 in the aggregate. Direct expenses may also include professional fees associated with our legal counsel's review of our work product on this engagement.

Billing

We will submit our invoices to Client on a monthly or other periodic basis as our work progresses. Invoices will be presented to Client and paid by Client in accordance with the attached Professional Terms, subject to approval by the Court. All payments required hereunder shall be paid by wire or ACH transfer, as instructed by Stout. Stout shall be entitled to reimbursement for all expenses, including attorneys' fees, incurred in enforcing the terms of this Agreement, subject to approval by the Court.

Professional Terms

The attached Professional Terms apply to this engagement. Please execute and return a copy of this letter. Please note that the terms of this offer will expire 15 days from the date of the letter.

* * * * *

We appreciate the opportunity to be of service to you and look forward to working with you on this engagement.

Very truly yours,

STOUT

By:



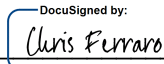
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Joel E. Cohen
Managing Director

Attachments: Professional Terms
Retainer Invoice

Acknowledged and Accepted:

CELSIUS NETWORK LLC

Signed:  _____
DocuSigned by:
1315E92CCA0F408...
Name: Chris Ferraro _____
Title: CRO, CFO and Interim CEO _____
Date: 3/28/2023 _____



STOUT PROFESSIONAL TERMS

In the event that Stout's engagement is subject to the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, local bankruptcy rules of procedure, the guidelines of the Office of the United States Trustee, and/or the terms of any order of the Court ("Bankruptcy Order") approving the terms of Stout's engagement, the Engagement Letter and these Professional Terms may be subject to written modification executed by Stout and the Client. In addition, to the extent there is a binding Bankruptcy Order governing Stout's Services and/or the services of any Stout personnel, the terms and conditions of such Bankruptcy Order shall control.

1. Our Services We will provide the Services as described in our Engagement Letter, as may be modified from time to time by mutual consent. Stout's verbal conclusions and work product may only be used by the parties to the Engagement Letter for the purposes expressly set forth therein, and are in no way intended for, nor may they be relied upon by or disclosed to, any other person or entity, or used for any other purpose, without our express, prior written consent.

2. Independent Contractor We are an independent contractor and not your employee, agent, joint venturer or partner, and will determine the method, details and means of performing our Services. We assume full and sole responsibility for the payment of all compensation and expenses of our employees and for all of their state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable employee withholdings.

3. Fees, Expenses and Billing Our fees and expenses are set out in our Engagement Letter. Those fees do not include taxes. You will be responsible for and pay all applicable sales, use, excise, value added, and other taxes associated with the provision or receipt of the Services, excluding taxes on our income generally. Invoices are due upon presentation and will be considered past due forty-five (45) days after the invoice date; *provided* that such payment is subject to approval by the Court. We reserve the right to defer rendering further Services until payment is received on past due invoices, in which event we will not be responsible or liable for any resulting loss, damage or expense connected with such suspension. In the event Client disagrees with or questions any amount due under any invoice, Client agrees to communicate such disagreement to us in writing within forty-five (45) days of the Client's receipt of the invoice specifying the question or reason for the disagreement. Any claim not made within this time period will be deemed waived.

4. Confidentiality With respect to any information supplied in connection with this engagement and designated by any party as confidential, or which the other party(s) should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, the other party(s) agree to protect the confidential information in a reasonable and appropriate manner, to only disclose confidential information to those that need to know the information, and to use confidential information only to perform its obligations under this engagement and for no other purpose. This will not apply to information which is: (i) publicly known, (ii) already known to the recipient prior to its initial disclosure by the disclosing party, (iii) disclosed by a third party without restriction, (iv) independently developed without use of any confidential information of the other party, or (v) disclosed pursuant to legal requirement or order. Following the completion of our engagement, but not before such time, we may mention the name of the Client and/or use the Client logo and provide a general description of the engagement in our printed or electronic materials, or in our marketing presentation to others with the prior written consent of the Client (email being sufficient), which shall not be unreasonably withheld.

We are not to be characterized as an "expert" for purposes of securities law and we are not to be referred to, either by name or inference, in any public (e.g., S-1) or nonpublic security filing or private placement. (Any such disclosure document is defined herein as a "Filing".) Moreover, we are not obligated to provide, nor will we provide, any consent to be named in any such Filing either during the performance of our Services or after the conclusion of our engagement.

5. Use of Financial & Other Information In the course of our engagement, we will use financial and other information, including prospective financial information, obtained from you, the Client, and/or your representatives, and other public and private sources. The scope of our work will not enable us to accept responsibility for the accuracy and completeness of such information, and it is understood that we will have no duty of independent investigation or verification of such information. While our work may involve analysis of various records, our engagement does not include an examination, audit, review, compilation, or other form of attestation in accordance with generally accepted auditing standards known as "GAAS", or standards under the Public Company Accounting Oversight Board known as "PCAOB". Accordingly, we will not express an opinion or any other form of assurance thereon. Additionally, our Services should not be relied upon to detect errors, irregularities, fraud, or other illegal acts. Furthermore, we will take no responsibility for the achievability of any expected, forecasted, projected, or hypothetical results anticipated or assumed by the Client or its representatives, whether relied upon by us or not.

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6. Our Work Product and Your License Upon full payment of all amounts due to us in connection with this engagement, all right, title and interest in our deliverables will become your sole and exclusive property, except as set forth below. We will retain sole and exclusive ownership of all right, title and interest in our work papers, proprietary information, processes, methodologies, know how, and software, including such information as existed prior to the delivery of our Services and, to the extent such information is of general application, anything which we may discover, create or develop during our provision of Services for you (collectively, "Stout Property"). To the extent our deliverables to you contain Stout Property, we grant you a non-exclusive, non-assignable, royalty-free, perpetual license to use it in connection with the subject of the engagement and for no other or further use without our express, prior written consent.

7. Our Warranty We warrant that our Services will be performed with reasonable care in a diligent and competent manner. Our sole obligation will be to correct any non-conformance with this warranty, provided that you give us written notice within 60 days after the Services are performed or, if applicable, deliverables are delivered. The notice will specify and detail the non-conformance, and if the parties, acting in good faith, agree that a non-conformance exists, we will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance. No claim may be brought after the notice and cure period provided for herein has run. You acknowledge that you possess sufficient expertise to review Stout's performance of its Services and any reports or opinions delivered by Stout, and that you will review any reports or opinions delivered by Stout prior to using Stout's reports or opinions to negotiate or approve any transaction.

We do not warrant and are not responsible for any third party products or services relied upon by the Client, used by the Client, and/or provided to Stout by the Client. For the avoidance of doubt, with respect to any third party products or services that are not selected by Stout, your sole and exclusive rights and remedies are against the third party vendor and not against us.

THIS WARRANTY IS OUR ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

8. Liability and Indemnification

(a) The Client, its successors and assigns, will to the fullest extent allowable by law, defend, indemnify, and hold harmless Stout, its affiliates, and its and their respective owners, employees, contractors, and agents (each an "Indemnified Party") from any and all obligations, charges, claims, losses, costs, fees, expenses, damages, and liabilities (including reasonable attorneys' fees and costs) (collectively, "Losses") relating to, or arising out of, or directly or indirectly in consequence of, as a result of our Services or this engagement, regardless of the cause of the alleged injury or damage, except to the extent such Losses are finally determined by a court of competent jurisdiction to have resulted from the gross negligence, willful misconduct, or fraud of an Indemnified Party.

(b) Neither Stout's nor Client's total liability relating to this engagement will exceed an amount equal to the fees Stout receives for the portion of the engagement giving rise to liability, and will not include any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). The foregoing limitation of liability shall not apply to Client's obligation to pay Stout's fees.

(c) To the extent allowed by law, any action against Stout or the Client in connection with this engagement must be brought within 12 months after the last date of Services rendered by Stout. If applicable law does not allow for the shortening of the statute of limitations regarding actions referenced herein, the parties hereby agree that the statute of limitations for all such actions shall begin on the last date of Services rendered. The parties agree that they will not, on behalf of themselves or any other person or entity, assert any tolling doctrine seeking to extend the time within which a claim can be asserted, under any theory recognized in law or equity under any state's law deemed to apply to the statute of limitations applicable to any such claim.

(d) For the avoidance of doubt, the obligations of Stout are solely corporate obligations. No director, officer, employee, agent, shareholder or controlling person of Stout shall be subject to any liability to any person, nor will any such claim be asserted by or on behalf of any other party to or beneficiary of this Agreement.

9. Response to Subpoena In the event we receive or are served with a subpoena, court, governmental, or other legal order, notice, or request for investigation or information (collectively, "Subpoena") that requires us to produce documents in our possession, provide testimony, cooperate with your legal counsel, or hire outside counsel, etc. in any way related

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to this engagement (regardless of whether such Subpoena is served during or subsequent to the completion of our work), we will invoice you at our standard hourly rates applicable at the time such Services are rendered. We will also invoice you for our related out-of-pocket expenses, including, but not limited to, copying charges, courier fees, travel expenses and reasonable attorney fees. Notwithstanding anything to the contrary in this Agreement, expenses incurred related to Stout's response to a Subpoena do not require your advance approval.

10. Non-Solicitation During the term of this engagement, and for a period of one year following its expiration or termination, you will not actively solicit, employ or otherwise engage any of our employees (including former employees) who were involved directly in the engagement.

11. Termination

(a) Any party may terminate our engagement at any time upon 10 days' written notice. In the event that Stout terminates this engagement prior to the completion of the Matter and upon 10 days' written notice, Stout shall not be entitled to receive \$20,000 as its total payment.

(b) Stout may suspend or terminate this engagement immediately and without notice in the event of non-payment of amounts due us.

(c) You will pay us for all Services rendered, expenses incurred or commitments made by us to the effective date of termination, and will reimburse us for all reasonable costs associated with any termination, subject to the terms of this Agreement.

12. Our Financial Interest / Compensation / Waiver of Conflicts None of our employees who will work on this engagement have any known financial interest in the outcome of our analysis, and our compensation is neither based upon nor contingent upon the conclusions we reach. We do not warrant or predict results or final developments in this Matter.

Stout's determination of conflicts is based on the substance of the work to be performed on an engagement as opposed to the parties involved. We have performed an internal search for potential conflicts based on the names of the parties you have provided. We have not found any situations which, in our view, constitute actual conflicts of interest and which would impair our ability to objectively provide assistance in the Matter. We reserve the right to resign from this Matter at any time if conflicts of interest arise or become known to us that, in our judgment, would impair our ability to perform Services objectively. We also reserve the right to accept engagements with other parties consistent with internal, prior practices, and will not be required to advise Client of such engagements. If appropriate, Stout will institute procedures to protect the confidentiality of information provided by Client on this Matter.

13. Staffing While we will attempt to comply with your requests for specific individuals, we retain the right to assign and reassign our personnel (including contractors), as appropriate, to perform the Services.

14. Conclusion of Engagement Except as otherwise required by law or special circumstances, at the end of this engagement or upon its termination as set forth above, Stout will notify you outlining Stout's case closing procedures. Stout will return all case information provided by Client, and provide Client with Stout's final work product in appropriate media as agreed by Stout and Client. In the event that there are special circumstances (such as a Subpoena, court order or other legal hold, or storing of case records and information for Client for a specified period of time after the scope of work is complete), Client will be responsible within thirty (30) days for providing Stout with written instructions for Stout to follow. Client shall be responsible for payment of associated expenses (such as storage, destruction and return shipment costs) incurred by Stout in preserving documents due to such special circumstances. These associated expenses may be submitted to Client after the final invoice for Stout's Services has been rendered.

15. [Reserved]

16. Stout's Role as Officer/Director Nothing in this Agreement is intended to create, or shall be deemed or construed to create a fiduciary relationship between: (1) Client, including without limitation, the Client's directors, officers, members, managers, partners, control persons, shareholders, employees, representatives, agents, or creditors, on the one hand; and (b) Stout, Stout's affiliates, and the respective directors, officers, members, managers, partners, control persons, shareholders, employees, representatives, independent contractors, subcontractors, attorneys, agents, successors or assigns of Stout or Stout's affiliates including without limitation the Stout MD, on the other hand.

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17. General

(a) These Professional Terms, together with the Engagement Letter, including all its attachments (collectively, the "Agreement"), constitute the entire understanding and agreement between us with respect to the Services and deliverables described in the Engagement Letter, supersede all prior oral and written communications between us, and may be amended, modified or changed only in writing when signed by all parties. If there is a conflict between these Professional Terms and the terms of the Engagement Letter, the terms of the Engagement Letter will govern.

(b) The Agreement may be executed in counterparts and signature pages exchanged by email, and each counterpart shall be deemed to be an original and all such counterparts shall constitute one and the same agreement.

(c) No term of this Agreement will be deemed waived, and no breach of this Agreement shall be excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

(d) The terms of this Agreement which by their nature are to survive this Agreement will survive its expiration or termination.

(e) We will retain files related to this engagement in accordance with our document retention policy, which shall include any computer files or documents that have been created as a result of our automatic archiving and backup procedures. Any retained confidential information must remain subject to any and all confidentiality restrictions between the parties.

(f) We each acknowledge that we may correspond or convey documentation via Internet e-mail and that none of the parties has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, none of the parties will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond our reasonable control.

(g) We are not authorized to practice law or provide legal advice. No Services provided under this Agreement are intended to be, nor should be construed to be, legal services. Further, we are not a licensed CPA firm. No Services provided hereunder shall be construed as providing tax advice, audit assurances or attestations. Stout has not been engaged to provide investment advice, and is not and shall not be construed as a fiduciary of the Client or any other party to or beneficiary of this Agreement.

(h) Any delay or failure on our part to perform the obligations provided herein shall be excused if we are unable to provide the deliverable as the result of an event or occurrence beyond our reasonable control and without our fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, epidemics, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns); *provided* that written notice of such delay (including the anticipated duration of the delay) shall be given to the Client as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). If requested by Client, we shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or we do not provide adequate assurance that the delay will cease within 30 days, Client may immediately terminate this Agreement without liability beyond the time and expenses incurred to date. Notwithstanding the Professional Terms, if Stout delays or fails to perform the obligations provided herein pursuant to this provision 17(h), Stout shall not be entitled to retain 50% of the retainer as its total payment.

(i) Any controversy or claim arising out of or relating to this Agreement shall be in accordance with New York law and shall be filed in the appropriate court in the State of New York. Further, you agree that venue in this court is proper, convenient, and to submit to the in personam jurisdiction of this court.

The prevailing party shall be entitled to an award of reasonable attorney fees as well as costs and fees incurred. Any party attempting to resolve the dispute outside of the prescribed methods outlined herein shall pay the opposing party's attorney fees as well as related costs and fees incurred.

(j) Each person executing this Agreement on behalf of a certain party represents and warrants that he or she is authorized to execute this Agreement on behalf of said party.

* * * * *

FOR STOUT LEGAL USE ONLY [DO NOT REMOVE] DCI-CORPORATE RECOVERY 2023.01.31

Exhibit B

Cohen Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:)	Chapter 11
)	
CELSIUS NETWORK LLC, <i>et al.</i> , ¹)	Case No. 22-10964 (MG)
)	
Debtors.)	(Jointly Administered)
)	

DECLARATION OF JOEL COHEN IN
SUPPORT OF DEBTORS' APPLICATION FOR ENTRY
OF AN ORDER (I) AUTHORIZING THE RETENTION AND
EMPLOYMENT OF STOUT RISIUS ROSS, LLC AS VALUATION ADVISOR,
EFFECTIVE AS OF FEBRUARY 21, 2023, AND (II) GRANTING RELATED RELIEF

I, Joel Cohen, hereby declare that the following statements are true and correct to the best of my knowledge, information, and belief:

1. I am a Managing Director in the Disputes, Compliance, & Investigations group and New York Office Leader of Stout Risius Ross, LLC ("Stout"). Unless otherwise stated in this declaration, I have personal knowledge of the facts set forth herein.

2. I submit this declaration (this "Declaration") in support of the *Debtors' Application for Entry of an Order (I) Authorizing the Retention and Employment of Stout Risius Ross, LLC as Valuation Advisor, Effective as of February 21, 2023, and (II) Granting Related Relief* (the "Application"),² filed contemporaneously herewith. To the extent that any information disclosed herein requires supplementation, amendment, or modification upon Stout's completion

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd. (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

of further analysis or as additional information becomes available to it, a supplemental declaration will be filed with the Court.

3. The Debtors have selected Stout to act as valuation advisor in connection with valuations necessary for the Debtors' proposed disclosure statement. Specifically, the Debtors have asked Stout to (a) assist in the determination of the Fair Value of the Debtors' reorganization value upon emergence, including calculation of a Net Asset Value of certain of the Debtors' assets, and (b) prepare a preliminary valuation as of a current date, which will be updated as of the emergence date.

4. I understand that the Debtors have retained, and may further retain, additional professionals during the term of our engagement, and that the Debtors will work cooperatively with Stout and these professionals to ensure that the various professionals' services complement rather than duplicate each other. The Debtors have informed me that Stout's Services are specifically and expressly necessary for the preparation of the Debtors' proposed disclosure statement and are therefore narrowly tailored.

Stout's Qualifications

5. Stout and its professionals have extensive experience in delivering such valuation analysis services to companies, including financially distressed companies. The professionals employed by Stout include certified public accountants, chartered financial analysts, certified insolvency and restructuring advisors, certified fraud examiners, and forensic financial and valuation consultants and analysts. These professionals have extensive experience and expertise in (i) valuation (ii) the analysis, operation, restructuring, and liquidation of businesses, (iii) forensic and fraud investigation, (iv) asset tracing, and (v) investment banking. Stout's extensive experience advising or assisting in the wind-down of the affairs during the bankruptcies

or restructurings of investment funds and financial services companies includes serving as financial advisor to the receiver of ACP X LP (Supreme Court of the State of New York); financial advisor to the receiver of the StraightPath Venture Partners LLC (Southern District of New York); financial advisor to Black Elk Energy Offshore Operations, LLC's official committee of unsecured creditors; financial advisor to Carlson Travel, Inc. and its debtor affiliates (chapter 11); financial advisor to the Chesapeake Energy Corporation and its debtor affiliates (chapter 11); financial advisor to the trustees (Cayman, BVI and New Zealand) of various entities associated with the 1Malaysia Development Berhad (1MDB) in the Malaysian sovereign wealth fund dispute; financial advisor to the Cayman Liquidator of the Bear Stearns High-Grade Structured Credit Strategies (Overseas) Ltd.; and financial advisor to the Stillwater Liquidating Trust LLC; among others.

6. As noted, Stout has extensive experience providing financial advisory services in the context of bankruptcies and restructurings, including serving as financial advisor to the receiver in *SEC v. StraightPath Venture Partners LLC, et al.*, No. 22-03897 (LAK) (S.D.N.Y. July 14, 2022); valuation advisor to the debtors in *In re Extraction Oil & Gas, Inc.*, No. 20-11548 (CSS) (Bankr. D. Del. Dec. 1, 2020); financial advisor to the receiver in *New York v. ACP X LP, et al.*, No. 452378/2019 (N.Y. Sup. Ct. 2019); financial advisor to the official committee of unsecured creditors in *In re Falcon V, LLC*, No. 19-10547 (Bankr. M.D. La. Aug. 27, 2019); financial advisor to the official committee of unsecured creditors in *In re Lockwood Holdings, Inc.*, No. 18-30197 (DRJ) (Bankr. S.D.T.X. April 25, 2018); financial advisor to the official committee of unsecured creditors in *In re Black Elk Energy Offshore Operations, LLC*, No. 15-34287 (MI) (Bankr. S.D.T.X. Nov. 20, 2015); and financial advisor to the debtors in *In re Luca International Group LLC*, No. 15-34221 (DRJ) (Bankr. S.D.T.X. Aug. 10, 2015); among others.

7. As the Managing Director, I will be leading this engagement. I have over twenty years of experience in the dispute, forensic, and insolvency practice areas, most specifically focused in the financial services and asset management industries. My experience encompasses a number of significant cross-border insolvency and litigation matters, where I have served as financial advisor and consulting expert to fiduciaries, offshore liquidators, bankruptcy, and litigation trustees. I have assisted these clients in a variety of litigation consulting services, including asset tracing, valuation, fraud, Ponzi schemes, industry custom and practice for investment managers, and forensic analysis. I have also led several internal investigations within the context of family office, investment advisors, and various corporate structures.

Stout's Rates and Billing Practices

8. Subject to the Court's approval, and in accordance with the Engagement Letter, Stout will charge the Debtors its usual and customary rates. Those rates are currently as set forth below. In the normal course of its business, Stout revises its billing rates on an annual basis, typically on October 1 of each calendar year.

<u>Level</u>	<u>Hourly Rate</u>
Managing Director	\$650–850
Director	\$450–575
Senior Manager/Senior Vice President	\$450–500
Manager/Vice President	\$425
Associate	\$350
Analyst	\$225–250
Paraprofessional	\$150–175

7. Further, in the event that the Debtors terminate this engagement prior to the completion of the Services and/or the chapter 11 cases are resolved such that Stout's total fees are less than \$20,000, Stout shall be entitled to receive \$20,000 as its total compensation for this engagement.

8. In addition to the hourly rates proposed above, Stout customarily charges its clients for all costs and expenses reasonably incurred, as set forth in the Engagement Letter. Accordingly, Stout will charge the Debtors for any direct expenses incurred in connection with Stout's retention in these chapter 11 cases and the performance of the Services set forth in the Engagement Letter; *provided*, that Stout shall be required to receive prior written consent from the Debtors before incurring direct expenses that exceed \$10,000 in the aggregate. Stout's direct expenses shall include, but not be limited to, reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations, specialized research, other expenses (including any fees or reasonable expenses of Stout's legal counsel) related to this engagement, and any potential value-added taxes, sales taxes, and other indirect taxes incurred in connection with the delivery of the Services. Stout will charge the Debtors for these direct expenses at Stout's cost.

9. If Stout is requested or authorized by the Debtors, or required by government regulation, subpoena, or other legal process, to produce its documents or personnel as witnesses with respect to the Services or the Engagement Letter, the Debtors would, so long as Stout is not a party to the proceeding in which the information is sought, reimburse Stout for its professional time and expenses, as well as the fees and expenses of its counsel, incurred in responding to such requests.

10. The hourly rates and corresponding rate structure that Stout will use in these chapter 11 cases are the same that Stout uses in similar matters regardless of whether a fee application is required, and reflect the normal and customary billing practices for engagements of this complexity and magnitude. These rates and the rate structure reflect complex matters that involve great complexity, high stakes, and severe time pressures. The hourly rates vary with the experience and seniority of the individuals assigned.

Stout's Disclosures

11. In connection with the proposed retention by the Debtors in these chapter 11 cases, Stout received and reviewed a list of parties in interest (the "Parties in Interest") from the Debtors, which is included on **Schedule 1** attached hereto.

12. Based on the assessment conducted to date by Stout, Stout has advised the Debtors that, to the best of its knowledge, neither Stout, nor any professional thereof, has any conflict.

13. To the best of my knowledge, except as set forth herein, Stout and all of its professionals are disinterested persons.

14. I also provide the following information:

a. Neither Stout nor I are, or have been, during the pendency of the Debtors' chapter 11 cases, a creditor, equity security holder or insider of the Debtors.

b. Neither Stout nor I are, or have been, a director, officer or employee of the Debtors.

c. Neither Stout nor I have an interest materially adverse to the interests of the Debtors or any class of creditors or equity security holders.

d. Neither I nor any professional at Stout working on this case are a relative of any Judge of the United States District Court for the Southern District of New York, the

Securities and Exchange Commission (the “SEC”), or any person employed by the SEC or the United States Attorney’s Office for the Southern District of New York.

15. Based on my review of Stout’s connections with the Parties in Interest, to the best of my current knowledge and except as otherwise set forth in **Schedule 2** attached hereto, Stout has no connection to the Debtors or any of the other Parties in Interest. None of these connections relate to the Debtors or these Chapter 11 cases.

16. The Parties in Interest set forth in **Schedule 2** consist of current and former clients of Stout,³ involved parties in matters with Stout clients,⁴ professionals and advisors of Stout clients and/or of opposing parties to Stout clients,⁵ significant equity holders of current and former Stout clients,⁶ trustees,⁷ and companies and individuals with indeterminate connections.⁸

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: March 28, 2023
New York, New York

Respectfully submitted,

/s/ Joel Cohen

Name: Joel Cohen

Title: Managing Director

³ Stout is currently providing or has previously provided certain consulting or management services to these parties and their affiliates in wholly unrelated matters.

⁴ Involved parties include opposing parties, aligned parties, involved parties, and portfolio investments.

⁵ Professionals who have represented clients or opposing parties in matters where Stout was also an advisor to the same client. In certain cases, these professionals may have engaged Stout on behalf of such client.

⁶ Significant equity holders of clients or former clients of Stout in wholly unrelated matters.

⁷ Trustees in respect to opposing parties, aligned parties, and involved parties.

⁸ Stout used reasonable efforts to determine whether the individuals and companies are related to these chapter 11 cases; however, Stout may have been unable to identify with specificity certain connections based on the generality of names and/or the information available to Stout at this time.

Schedule 1

Parties in Interest

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Custody Ad Hoc Group
1(b)	Bankruptcy Examiner and Professionals
1(c)	Bankruptcy Judges and Staff
1(d)	Debtors' Retained Bankruptcy Professionals
1(e)	Other Bankruptcy Professionals
1(f)	Contract Counterparties
1(g)	Counsel to Former Executives
1(h)	Debtors and Current and Recent Entities Affiliated with the Debtors
1(i)	Directors and Officers
1(j)	Fee Examiner and Professionals
1(k)	GK8 Top 20 Vendors
1(l)	Institutional Customers
1(m)	Insurance Underwriters and Brokers
1(n)	Landlords
1(o)	Legal Matters and Litigants
1(p)	Non-Bankruptcy Advisors and Ordinary Course Professionals
1(q)	Entities and Individuals Related to Notices of Appearance and Pro Hac Vice Admissions
1(r)	Other Related Parties
1(s)	Potential Bidding Parties
1(t)	Retail Customers
1(u)	Significant Competitors
1(v)	Significant Equity Holders
1(w)	Taxing Authority/Governmental/Regulatory Agencies
1(x)	U.S. Trustee Personnel for the Southern District of New York
1(y)	UCC Members and Other UCC Professionals
1(z)	Utilities
1(aa)	Vendors

Schedule 1(a)

Custody Ad Hoc Group

Anderson, Jan	Smith, Laura Dronen
Audeh, Ramzi	Stearns, Aaron
Banda, Santosh Praneeth	Tuan, Joey
Benator, Ilene	Turner, Elvin R.
Bierbaum, Cheryl	Urbano, Melinda
Bradley, Frank Malcom	Vejseli, Veton
Butryn, Robert K.	Wong, Calvin
Calderone, Anthony	Yadav, Rishi Rav
Castillo, Gilbert	
Chan, Allison	
Cherktyek Consulting, LLC	
Chiakulas, John	
Cifani, Michael	
Crespo, Frank	
Dimetros, Jonandre	
Dreikosen, Stephen	
Fikar, Thomas Dean	
Frederick, Paul	
Gasso, Julius	
Gilmore, Andrew	
Griffin, Sargam Petra	
Guillo, Adrien	
Gurazada, Lakshmi Sai Lalitha	
Haddad, Ghassan	
Huang, Hsuan Yao	
Lebor, Christine	
Lindsay, Jacob	
Little, David	
Mansour, Ashley	
McLain, Karen	
Ralbovsky, Yanxing	
Reyes, Eduardo	
Reyes, Marino	
Richardson Jr., Harry B.	
Robinson, Craig	
Salyards, Jedidiah A.	
Saunders, William	
Schmeizer, Scott	
Singer, Michael	
Singh, Roshandip	
Smith, Jason	

Schedule 1(b)

Bankruptcy Examiner and Professionals

Huron Consulting Services LLC
Jenner & Block LLP
Shoba Pillay

Schedule 1(c)

Bankruptcy Judges and Staff

Beckerman, Lisa G.
Chapman, Shelley C.
Drain, Robert D.
Garrity, James L., Jr.
Glenn, Martin
Jones, David S.
Lane, Sean H.
Mastando III, John P.
Morris, Cecelia G.
Wiles, Michael E
Anderson, Deanna
Barajas, Andres
Slemmer, Daniel
Ziesing, "Frances" Annie

Schedule 1(d)

Debtors' Retained Bankruptcy Professionals

Alvarez & Marsal
Centerview Partners
Kirkland & Ellis LLP
Latham & Watkins LLP
Stretto

Schedule 1(e)

Other Bankruptcy Professionals

C Street Advisory Group
Deloitte & Touche LLP
Elementus
Houlihan Lokey
Kroll Restructuring
M-III Partners, LLC
Pepper Hamilton LLP
Perella Weinberg Partners
Togut, Segal & Segal
White & Case LLP

Schedule 1(f)

Contract Counterparties

2nd Market
Bank Hapoalim
Bits of Gold LTD
Blockdaemon Inc.
Chainalysis Inc.
DV Chain, LLC
eToro Ltd.
Explorium Ltd.
Guberman Consulting
Hamilton's Reserve Inc.
Ibrahim, Daniel
IOTA Stiftung (IOTA Foundation)
Kirobo Ltd.
Maven Digital Ltd
Niki GA Management and Maintenance Ltd
Noet Aviv Ltd
Oobit Technologies Pte. Ltd
Prosegur Crypto
Prosegur Custodia De Activos Digitales S.L.U.
ProxiBit
Reblonde Public Relations
Simon, Elie
SolidBlock Inc
Tezos Foundation
Tromer, Eran
Vast Bank, National Association
ZoomInfo Technologies

Schedule 1(g)

Counsel to Former Executives

Cadwalader Wickersham & Taft
Paul Hastings LLP

Schedule 1(h)

Debtors and Current and Recent Entities Affiliated with the Debtors

Celsius EU UAB (Lithuania)
Celsius KeyFi LLC
Celsius Lending LLC
Celsius Management Corp
Celsius Mining IL Ltd
Celsius Mining LLC
Celsius Network Europe d.o.o. Beograd (Serbia)
Celsius Network IL Ltd. (Israel)
Celsius Network Limited (UK)
Celsius Network LLC
Celsius Networks Lending LLC
Celsius Operations LLC
Celsius US Holding LLC
Celsius US LLC (Formerly Celsius Money)
KN Media Manager, LLC
Celsius (AUS) Pty Ltd. (Australia)
Celsius Network (Gibraltar) Limited
Celsius Network IL Ltd. – Bulgaria Branch
Celsius Network Inc.
Celsius Services CY Ltd (Cyprus)
GK8 Ltd (Israel)
GK8 UK Limited
GK8 USA LLC

Schedule 1(i)

Directors and Officers

Albert, David
Alisie, Adrian
Ayalon, Amir
Ayalor, Amir
Barse, David
Barwick, Christy
Beaudry, Jeremie Robert
Bentov, Tal
Blonstein, Oren
Bodnar, Guillermo
Bolger, Rod
Carr, Alan Jeffrey
Cohen-Pavin, Roni
Denizkurdu, Aslihan
Deutsch, Ron
Dubel, John Stephen
Fan, Jiayi "Jenny"
Ferraro, Chris
Goldstein, Nuke
Holert, Patrick
Kleiderman, Shiran
Konduru, Subramaniam Vijay
Lawlor, Quinn
Leon, S. Daniel
Mashinsky, Alex
Mayerfeld, Mark
Nadkarni, Tushar
Nathan, Gilbert
Ramos, Trunshedda W.
Sabo, Ron
Schreiber, Adam
Shalem, Yaron
Sunada-Wong, Rodney
Tosi, Laurence Anthony
Van Etten, Frank

Schedule 1(j)

Fee Examiner and Professionals

Delaware ADR, LLC
Godfrey & Kahn, S.C.
Sontchi, Christopher S.

Schedule 1(k)

GK8 Top 20 Vendors

10Bis

Daniel Ibrahim

DoiT International

Elie Simon

Eran Tromer

G. E. Ehrlich (1995) LTD.

Israel Innovation Authority

Kost Forer Gabbay & Kasierer

Michael Cimo

Movilei Hovalot

Neot Aviv

Shufersal

Techen

Tel Aviv Municipality

Xtra Mile Ltd

Yehuda Sharfi

YHM Technology LTD

Schedule 1(I)

Institutional Customers

1215 test	Flow Traders BV
168 Trading Limited	Folkvang SRL
Akuna Digital Assets LLC	Fractal
Alameda	Framework - Maple
Alameda Research Ltd	Future Technology Investment
Amber - Maple	Galaxy
Amber Technologies Limited	Galaxy Digital LLC
Anchorage Hold LLC	Gemini
Anchorage Lending CA LLC	Genesis Global Capital LLC
Antalpa Technologies Limited	Grapefruit Trading LLC
AP CAPITAL ABSOLUTE RETURN FUND	GSR Markets Limited
AP Capital Investment Limited	Harrison Opportunity III Inc.
Auros Tech Limited	HAS Futures LLC
Auros Tech Limited - Maple	Hehmeyer LLC
B2C2 LTD	Hehmeyer Trading AG
Babel Holding Limited	Hodlnaut Pte. Ltd.
B-Brick Inc	HRTJ Limited
BCB Prime Services Limited	Internship Limited
BCRS2 LLC	Internship LTD
Belleway Ltd	Iterative OTC LLC
BK Coin Capital LP	JKL Digital Capital Limited
Blockchain Access UK Ltd	JSCT Hong Kong Limited
Blue Fire Capital Europe Cooperatief	JST Systems LLC
CEX IO LTD	JUMP Trading
CMS Holdings LLC	Keyrock SA
Coinbase Credit	Kohji Hirokado
Core Scientific Inc	Kronos Holdings
Cumberland DRW LLC	LedgerPrime DAO Master Fund LP
Dexterity Capital LP	Liquibit USD Market Neutral Arbitrage Fund
Digital Asset Funds Management Pty Ltd	Liquidity Technologies LTD
Digital Treasures Management PTE Ltd	LUOJI2017 Limited
Diversified Alpha SP	Marquette Digital
Druk Holding and Investments	Matrix Port Technologies Limited
Dunamis Trading (Bahamas) Ltd	Memetic Capital LP
Dunamis Trading III Ltd	Menai Markets Ltd.
DV Chain LLC	Mike Komaransky
Enigma Securities Limited	Mountain Cloud Global Limited
Equities First Holdings	Nascent GP Inc
FalconX Limited	Nascent LP
Fasanara Investments Master Fund	New World Holdings

Nickel Digital Asset Fund SPC Digital
Asset Arbitrage SPC Institutional
Nickel Digital Asset Master Fund SPC -
Digital Factors Fund SP
NYDIG Funding LLC
OILTRADING COM PTE LIMITED
Onchain Custodian Pte Ltd
OPTIMAL ALPHA MASTER FUND
LTD
OSL SG PTE LTD
Outremont Alpha Master Fund LP
Parallel Capital Management Limited
Pharos Fund BTC SP
Pharos Fund Eth SP
Pharos Fund SP
Pharos Fund SPC
Pharos USD Fund SP
Plutus21 Crypto Fund I LP
Point95 Global
Power Block Coin LLC
Prime Trust
Profluent Trading Inc
Profluent Trading UK Limited
QCP Capital PTE LTD
Radkl, LLC
Red River Digital Trading LLC
Reliz LTD
Roy Niederhoffer
SandP Solutions Inc
Scrypt Asset Management AG
SEBA Bank AG
Siafu Capital
Simplex
Symbolic Capital Partners Ltd
Tagomi Trading LLC
TDX SG Pte Ltd
Tether International Limited
Three Arrows Capital Ltd
Tower BC Ltd
Tower Research Capital
Transfero Brasil Pagamentos SA
Trigon Trading Pty LTD
TrueFi
Trustoken Inc

Ultimate Coin
Vexil Capital Ltd
Weave Markets LP
Wincent Investment Fund PCC Ltd
Wintermute - Maple
Wintermute Trading Ltd
Wyre Payments Inc
ZeroCap Limited

Schedule 1(m)

Insurance Underwriters and Brokers

Amtrust Underwriters, Inc on behalf of
Associated Industries Insurance Company, Inc.
ANV Insurance
Atlantic Insurance
Ayalon Insurance Company
Crum and Forster Specialty Insurance Company
Evertas Insurance Agency LLC
Falvey Insurance Group
Hudson Insurance Group
Indian Harbor Insurance Company
Lloyds of London
London
Markel Insurance
Marsh
Menora Mivtachim Group
Migdal Insurance Company
Relm Insurance LTD
Republic Vanguard Insurance Company
Sentinel Insurance Company
Starstone Insurance
United States Fire Insurance Company
USI Insurance Services, LLC
Zurich Insurance Group

Schedule 1(n)

Landlords

Algo Adtech
Desks & More
Industrious
New Spanish Ridge
Regus
SJP Properties

Schedule 1(o)

Legal Matters and Litigants

Abuin, Juan Antonio Freires
Adamson, Cheyenne Joseph
Akshay, Nayak
Anusic, Tom
Argo Innovations Labs, Inc.
Asher, Rishi
Bao, Adelaide
Barnouin, Pierre
Beekman, Nathaniel J.
Bitboy Crypto
Bofur Capital
Carrara, Diana
Carroccio, Brian C.
Cerqueira, Uno Gomes
Chan, Peter Lm
Condit, Bradley
Constance-Churcher, Camilla
Davis, Bethany
Dierna, Lindi
Dukler, Avinoam Aharon
Dunn, Michael
Esazadeh, Morteza
Fern, Shen-Jay
Fisher, Mark
Flynn, Justin
Frishberg, Daniel
Gallas, Matthias
Gates, Christopher
Goines, Taylor
Grubbe, Jacob
Guild, Benjamin
Guo, Yi Meng
Ishii-Moy, Mai
Kash, Loreta
Katoski, Kristin Freires
Kiani, Saad
Kunderevych, Volodymyr
Langley, Ray M.
Lazar, Angello
Lazar, Valentin
Le, Adrea T.

Levy, Apple
Levy, Damon
Liquidity Technologies Ltd D/B/A Coinflex
Majumdar, Dwaipayan
Maki, Todd Federick
Mara, Erin Claire
Martin, Daniel
Maxfield, Jason Lee
Meng, Brian
Minnick, Justin
Mitton, Hugh
Mozjesik, Sarah
MS SD IRA LLC
Ney, Andrew
Nickels, Robert
Oren, Nazim
Pandya, Vishwaja
Park, Lisa Bokhee
Pedley, Christopher J
Pestrikov, Dmitri
Pharos Fund
Pikulenko, Inna
Plutus21 Blockchain Opportunities Fund I
Plutus21 Blockchain Opportunities Fund I
L.P
Puccio, George W
Rebrook, Patrick
Shafir, Ziv
Simons, Scott
Singh, Amol Bikram
Sousa, Nelson Dos Santos De
Stanley, Chad
Symbolic Capital Partners
Tiong, Susana Ying Hie
Vexil Capital
Vizzutti, Nicholas Jeffrey
Weber, Brian
Wilson, Kanyla
Wohlman, Odette
Wright, Austin Lamar
Young, Christopher

Schedule 1(p)

Non-Bankruptcy Advisors and Ordinary Course Professionals

Cryptos Capital
Matsurmura, Miko
CMS Cameron McKenna Nabarro Olswang LLP
Conyers Dill & Pearman
A. Georgiou & Co LLC
Advokatu Kontora Sorainen IR Partneriai
Buckley LLP
Finnegan, Henderson, Farabow, Garrett &
Dunner, LLP
Holley Nethercote Pty Ltd.
Jackson Lewis P.C.
McCarthy Tetrault LLP
Taylor Wessing LLP
Uría Menéndez Abogados, S.L.P
Wilson Sonsini Goodrich & Rosati

Schedule 1(q)

Entities and Individuals Related to Notices of Appearance and Pro Hac Vice Admissions

Adrian Perez-Siam
ArentFox Schiff LLP
Attorney For State Of Wisconsin
Department Of Financial Institutions
Berliner & Pilson, Esqs.
Bernstein-Burkley P.C.
Blank Rome LLP
Brown & Connery, LLP
Buchalter, A Professional Corporation
Clint Petty
Cred Inc. Liquidation Trust
Degirolamo, Anthony J.
Dickinson Wright PLLC
Duane Morris LLP
EMCO Technology
Emil Pilacik, Jr.
Eric Wohlwend
Federal Trade Commission
FisherBroyles, LLP
Fortis Law Partners
Great American Insurance Company
Hopkins & Carley
Hugh McCullough of Davis Wright
Tremaine LLP
Jonathan Jerry Shroyer
Jones Day
Kyle Farmery
Levin-Epstein & Associates, P.C.
Lisa T. Vickers
Maine Office of Securities
Maurice Wutscher LLP
McCarter & English, LLP
McDermott Will & Emery LLP
McLean, Stuart
Meyer, Suozzi, English & Klein, P.C.
Michigan Department of Treasury
Mintz & Gold, LLP
Missouri Securities Division
MRK Spanish Ridge, LLC
National Association Of Attorneys
General

Nhat Van Meyer
Norgaard O'Boyle & Hannon
North Dakota Securities Department
Office of the Attorney General of Texas
Office Of The Attorney General Of
Washington
Peter Polombo
PREH Spanish Ridge, LLC
Pryor Cashman LLP
RH Montgomery Properties, Inc.
Ripple Labs Inc.
Roche Freedman LLP, A Professional
Corporation
SAP National Security Services
Sills Cummis & Gross P.C.
State of Washington Department of
Employment Security
State of Washington Department of Labor
& Industries
State of Washington Department of
Revenue
Steege, Catherine L.
Stuart P. Gelberg, Esq
Stuart P. Gelberg, Esq.
SULLIVAN & CROMWELL LLP
Texas Department of Banking
The Law Offices Of T. Scott Leo PC
Thomas Shannon, D.D.S., M.D.S
TN Attorney General's Office
TN Dept of Commerce and Insurance
Togut Segal & Segal LLP
Troutman Pepper Hamilton Sanders LLP
Van Meyer, Nol
Venable LLP
Vermont Department of Financial
Regulation
Vincent Theodore Goetten
Waller Lansden Dortch & Davis, LLP
Washington State Department of
Financial Institutions
Weil, Gotshal & Manges LLP

Weir Greenblatt Pierce LLP
William D. Schroeder, Jr.
Wisconsin Attorney General's Office

Wisconsin Department of Financial
Institutions

Schedule 1(r)

Other Related Parties

Fujii, Akiko
Landes, Aliza
Mashinsky, Krissy
Mashinsky, Rena

Schedule 1(s)

Potential Bidding Parties

[REDACTED]

[REDACTED]

[REDACTED]

Galaxy
Galaxy Digital
Galaxy Digital Trading LLC

[REDACTED]

[REDACTED]

Novawulf
Novawulf Digital Management, L.P.

[REDACTED]

[REDACTED]

Schedule 1(t)

Retail Customers

007 Capital LLC	Bae, Peter
A'Vard, Suzanne	Baer, Matthew David
Abdolsalehi, Alvand	Baggenstos, Thomas Stephan
Abeliuk, Eduardo	Bailey, Christoher
Abuvala, Ravi Ryan	Bailey, Jeremy Douglas
Academic Health Research Group Inc	Baillie, Robert
Adam, Alexander	Baker, Brian
Adams, Darryl Thomas	Baker, Dominic John
AK Solutions Inc	Baker, William Harold
Al Khoori, Mohamed Yousif Ahmed H	Baldwin, Kevin
Alblooki, Noora	Balter, Lon
Alchemy Capital Group LLC	Barrett, Bryan
Alexander, Alena	Barrett, Craig R
Alfi, Eldad M	Barry, Patrick
Ali, Khaleef	Bartholf, John David
Ali, Yanush	Bartlett, Chris
Allen Davis, Otis	Baum, Joe
Allen-Narker, Rosalind	Bauman, Simon
Alliance Service, Inc	Becin, Christopher Michael
Alshehhi, Ali	Bedard, Craig
Alshehhi, Sultan	Beerda, Douwe
AltCoinTrader (Pty) Ltd	Bellotte, Brent
Alven Jerome Kroot Agreement Of Trust	Benfanti, Michael Frederick
Dated July 16, 1990, As Amended,	Bennett, Danyal
AM Ventures Holding Inc.	Benotsch, Alan
Amaro, Johnny	Berg, Henry Guyer
Amm, Andreas	Bergman, Devon Aaron
An Eye Toward Retirement LLC	Berrada, Amin
Anand, Kamaljit	Bertsch, Kirk
Andari Co Ltd	Betancourt, Leopoldo
Andrews, Nik	Beyer, Richard William
Andrianakos, Fotis	Bfaller Rd LLC
Andrus, Brent W	Bi, Mariam
Ankeney, John Charles	Biig LLC
Aos Investments LLC	Biscontine, Stephen C
Araújo, João Pedro	Bits of Sunshine LLC
Asaff, Glenn	BJ Investment Holdings, LLC
Ashizaki, Yuki	Blackthorne, Jordan
August , Lucia Kim	Block, Michael Henry
Ayon, Brandon	Blum, Hugo
Backhausen, Martin	Bnk To The Future

Bnktothefuture
Boari, Francesco
Bofilis, Dimosthenis
Bohnett, David Charles
Bolger, Marilyn
Bongiorno, John
Boroff, Dustin Charles
Bos, Stephen Richard
Boskovski , Nikola
Boskovski, Nikola
Bosman, Andre
Botlani Esfahani, Rana
Bourell, Roy
Bowman, Eric Lee
Bradbury Jr, Josh Douglas
Braibant, Olivier
Brecht, Marques
Bressler, David Jason
Bresson, Laurent
Brian T. Slater Revocable Living Trust
Brida, Anthony
Brigham, Gerrad William
Bright, Nicolas John
BROAD REACH CONSULTING LLC
Brooks, Gary
Broytman, Meyer M
Bru Textiles NV
Brue, Chad
Brunner, Hannes Oskar
Bslater Ddo LLC
Bugeja, Paul
Buono, Ian
Burkgren, Eric Alan
Butendieck , Ronald
Butryn, David
Bveeder Rd LLC
Byrd, Jeffery L
Byrd, William Michael
Byrne , Michael S
Caceres, Santos
Cadwell, Charles
Caj Krogh Holding Aps
Campos, John JR
Cannon, Andrew

Caraballo, Christopher Richard
Carmonatoscano, Rafael
Carolyn Vincent Superannuation Fund
Carouille, Irénée
Carroz, Martial
Carter, Luke Armstrong
Carter, Micah
Carter, William
Cartmell, Brian
Casal, Gerardo De La Caridad
Castillo, Ryan
Cech, Seikan
Celeste, Beth
Cetin, Edward
Chambless, Jill
Champigny , Edward William
Chan, Channing
Chang, Christopher Bonyen
Chang, Kai
Chang, Rickie
Chen, Yihong
Chen, Yiyue
Cheng , Anthony
Cheng, Kwok Yuk
Chester Church Buckenmaier 3rd
Chetaud, Louis
Chetchotisak, Chot
Chi, Sang Keun
Chiapuris , Paul Neil
Chin, Jason
Chiu, James Lee
Chiu, Yee Lai
Choi, Linda Yi
Choi, Luke Kyung Goo
Christensen, Chad R
Christiansen, Robert Nathan
Chu, Cindy
Chu, Pui Sum
Chulamorkodt, Natakorn
Chung, Ting Kong Terence
Church, Legacy City
Chvalek, Jirka
Cipolloni, Mark J
Claessens, Cris

Clark, Nicholas
Clark, Scott
Coache, Philippe
Cochran , Peter McKinney
Coffey, Matthew
Cohen Pavon , Roni
Coin Meester B.V.
Coinmerce BV
Cole, John
Cole, Joshua
Coleman, Rasan A
Collins, Cade Alexander Walker
Collins, Nic
Conklin, Jennifer Walter
Conlin, Jon Collins
Connolly, Thomas Joseph
Cook, Daniel
Corp, Prasine
Corporation, Stelligence
Costa, John
Côte, Damien
Courtney, Tod Andrew
Covario AG
Coward, Martin John
Cowen, Clint
Crab, Marijke
Cromack, Brendan
Crosby, Daniel Lee
Croucher, Paul
Cruz, Edmond Harada
Cruz, Joshua Boda
Crypto10 SP -Segregated Portfolio of
Invictus Capital Financial Technologies
SPC
Cumenal, Pierre
Cura, Nicolas
Curran, Ryan
CustÃ³dio, JoÃ£o
Dailey, Jonathan
Damp, Steven Charles
Dan, Claudia
Dan, Flaviu
Dancs, Douglas
Dang, Phuoc Trung

Danz, James William
Darby, Thomas
Darschewski , Kenneth Edward
Davey, Joseph
Davis, Otis
Davison , Daniel Carson
Decamp, Ryan Alan
Deferred 1031 Exchange, LLC
Dekker, Barbara
Dekker, Carlos C
Delargy, Colin C
Deleon, Michael A
Demirtas, Ali
Deshotels, Kerry L
Dezfuli-Arjomandi, Arman Ahmad
DGL INVESTMENTS LLC
Dhamani, Khairunnisa
Dhillon, Jagatjit
Dhiraj, Mandeep
Difiore , Thomas Albert
DiFiore ASA Irrevocable GST Trust
Difiore TSA Irrevocable GST Trust
Dipaolo, William Richard
Dixon, James
Dixon, Simon
Dobrajc, Rok
Donaldson, Troy
Donnelly, Stephen
Donofrio, John
Downing, Marcus
Downs, Bradley James
Drake, Cem Danial
Druk Holding & Investments Limited -
Druk Project Fund
DSCA44 LLC
Duffy, Jamie
Dum, Joseph
Dunnett, Darren
Duprex, Jeffrey Paul
Dzaran, John Peter
Ecko, Marc
Edgar, David
Egnet, Eric
Eigenberg-Gordon, Marlee

El Achkar, David
Eller, Phillip Brian
Ellington, Brian
Elshafei, Ashraf
Elwell, Daniel Robert
Eng Chuan, Liew
Engelin, Peter
Eriks, Dennis
Etzold , Derrick Wayne
Fagan, Peter
Fang, Hsin Jan Sean
Farley, John U
Farnsworth, Darren Scott
Farpella, Kevin Ray
Farr, Nicholas
Fay, Christopher Derrick
Feintisch, Adam Michael
Fertik, Michael Benjamin Selkove
Finkle, James
Finley, Patrick Westall
Fisher, John
Fite, Jacob Benjamin
FL3XX Gmbh
Fletcher, Brett
FLOATZEN D.O.O.
Ford, Robert
Forlini, Yoann
Four Thirteen LLC
Foy, Aixa
Frangioni, Pierre
Fraser , Daniel
Freedman, Paul
Fuller, Christopher Wayne
Futuris Capital Inc
Galindo, Cesar
Gallagher , Rebecca
Gallardo, Jorge
Gamez, Arturo Rafael
Garner, Phillip Wayne Jr
Gaston, Paul
Gatt, Raymond
Gauch, Roger
Gavrilovic, Nikola
Gayle, Patrick C

Genç, Raci
Geoghegan , Alexei
Gerbán, Dániel Jeno
Gettner , Mark
Ghiselli, Antonio
Gi, Richard
Giardiello, Bradley Edwin
Gibbs, Jack
Giese, Dale
Giese, Jeannette
Giesselman, Troy
Gilmer, George Hudson
Giorgianni, Massimo
Girod, John
Glensgard, Dan
Global Regency Limited
Goh, Jian Kai
Golcovs, Aleksandrs
Goldsmith, Mary E
Gollapudi, Shilpa Kamala
Gololicic, Gregor
Gonella, Damien
Gonzales, Carlos
Graham, Steven Neil
Gray, Jill Marie
Group, K1 Financial
GuljaÅ, JanoÅ
H Trussell Investments PTY LTD
Haidukewych , George
Haijen, Peter
Hald, David Friis
Halikias, Thomas T
Hamilton, John
Hamilton, Nathan
Hammell, Robert Howard
Hammond III, Edward Hopkins
Hanchett, Dolores
Hannagan, Cory
Hansen, Frederik
Hardy, Marie
Hargrove, Kathy
Haro Avila, Hector Manuel
Harper, Lisa
Harrell, Ashley Anne

Hart, Dan
Hartley, James
Hawley, John Follen
Hayes, Michael
Haynie, Robert
He, Yunzheng
Heads, Michael Anthony
Heavenly Scent Professionals LLC
Hecht, Amara
Hedin, Daniel
Helfrich, Charles
Hennuyer, Fabien
Heo, Jae Yong
Herring, Stephen Ashley
Hewes, Joshua
Hibbard, Dustin Kyle
Hibbert, Adrian
Hilson, James Wayne
Ho, Quoc Tri
Hoan, Ly
Hoefflin, Jeffrey David
Hoermann, Stefan
Hoffmann, David
Hofland, Gerhard
Hofstede, Jerry
Hogan, Andrew
Hollingshead, Thomas Leon
Holmes, Lewis Robert
Holmström, Christel
Holt, Jonathon James
Holt, Travon
Holzhauer, Kyle Michael
HOME 007 LLC
Horejsi, Adam
Hoskyn, John Mark
Hou, Chengyu
House, Emanuel
Hsu, Roger
Huang, Chun
Huang, Cuihua
Huang, Gavryelle Xingbe
Huang, Tak
Huang, Xue Wen
Hughes , Gary

Hughes, Stephen
Hulst, Petrus Adrianus Maria
Humphreys, Steven C
Hunt, Bryan J
Huo, Lan
Hwang, Kevin
ICB Solutions
Imokawa, Stuart
Imtiaz , Lubna
InfoObjects Inc
Invictus Capital Financial Technologies
SPC
Isaias, Estefano Emilio
Izzo, Daniele
Jackson III, Clifton Edward
Jacobs, Chloe Merithe
Jahizi, Oliver
Jansen, Bob
Jellestad Capital S.A. SPF
Jensen, Joseph
Jimenez, Alex Rene
Jimenez, Gustavo Alberto
John Dzarán 401K Trust
Jonas, Leah Nicole
Jones, Beverly
Jones, Diann
Jones, Holly
Jones, Matthew Ernest
Jones, Roger Lee
Jordan, Daniel T
Joseph, Sebastian
Jue, Tyrone Todd
Juiris, Peter Casimir
Juneau, Michael William
Kalynovskyi , Dmytro
Kan, Ivan
Kaneseki, Akiko
Kangieäyer, Stefan
Kansomdee, Pronthip
Kap, Ethan Garet
Katehis, Konstantinos
Kauff, Steven Howard
Kazius, Ronald
KCA Holdings, LP

Keasey, Anne
Kedzior, Martin Enrico
Keiser, Marc Vito
Kelly, James Patrick
Kelly, Sean
Kendrix, Adam
Khare, Rahul Kumar
Khattiya, Lany
KHK Investments LP
Khoo, Denis
Kikko, John
Kilpatrick, Keith H
Kim , Eliot
Kim, Jay
Kim, Miae
Kim, Peter
Kim, Sungyoun
King, Christopher Scott
Kingsford, Todd
Kirsanov, Dimitry
Kjellin, Erik
Koala 1 LLC
KOALA 2 LLC
KOALA3 LLC
Kochalka, James
Kogan, Dmitriy
Kohan, Emil James
Kohji, Hirokado
Kohn, Lawrence H
Komarovskiy, Valentin
Kompaso Pty Ltd
Kordomenos, James Nick
Kouzbari, Munear
Koyama, Osamu
Kpham Rd LLC
Krampf, Oleg
Krener, Olivier
Krienke, Gerri
Kryuchkov, Ivan
Ku, Yuehsu
Kuijper, Ronald
Kuipers, Jonathan Andrew
Kumar, Tarun
Kutty, Madhu Kumaran

Labenek, Andrew
Lablanc , Brian
Lacey, Peter
Lai, Christopher
Lakeside Oral & Facial Surgery Institute,
LLC
Lamplough , Howard
Landskov, Gregg Raymond
Langslet, Robert
Laski, Ludwik
Laubjerg, Asker
Lee, Edmund Wangkai
Lee, Eunice Jungmin
Lee, Keagan Hyunchul
Lee, Yih Neng
Lee, Yun Chin
Lehrfeld, Joseph S
Leister, Thomas A
Leon, Shlomi
Lévy, Nicolas
Lewis Davies, Ryan Wynn
Lewis, Howard
Li, Yifan
Liao, Guoping
Libertad Group LLC
Liljenquist, Brandon
Lim, Jane
Lim, Jong
Lin, David
Linevskiy, Anton
Linkhorst, Martin
Linton , Robert Brian
Liu, Clark Haito
Liu, Juqiang
Liu, Nanxi Nanqian
Llewellyn, Isaac
Loc Truyen Van
Loh, Yuen Heng
Lohmann, Michael Andrew
Low, Ban Chai
Lucraft, Peter
Ludwig, Gerald
Luk, Yoshihiro
Luo, Edward

Luo, Jin
Luo, Robert
Luo, Xiangdong
Ly., Eric
Lylloff, Sander
Lynce, Gary Joseph
M4-Tse Inc
Macaluso , Sean A
Mackler , Bradley
Mahehsuari, Bhavna
Maheshwari, Pawan Kumar
Mahoney, Justin Michael
Main, Geoffrey
Mak, Edwin
Mandap, Stephen
Manea, Mircea
Mann, Jeffrey Brent
Manzke, Holger
Marchioni, John P
Marciniec, Andrzej
Marina Point Investments LLC
Marinho, Frédérick
Market, Sheeld
Marlow, Daniel C
Marroquin , Eric
Martin, Jesse
Martin, Patrick
Martin, Patrick Victor Josef
Martinez, Lucas
Mason, Jeremy
Mastrokoukos, George
MASTROPIERI, BENGI
Mathews, William
Matsumoto, Reid
Matsumura, Fumihiko
Matthews, Andrew
Matthews, Lee
Mattina, Christopher W
Maya, Rafael
McCarty, John Edward
McClintock, Michael
McCollor, John
McCommons , Jeremiah Curtis
McDaniel, Paul

McDonald, Pat
McElveen, Michael
McFarland, Heidi
McGarry, Brian Thomas
McGurk, Jamie
MCINTYRE, DEVERICK
McKenney, Scott Herbert
McKeon, Brian Joseph
McLean, Stuart
McMullen, Brian
McNeil, James W
McNeil, Laura Faller
Medeiros, Pablo
Meehan, Kristine M
Mellein, John Gabriel
Mellema, Kamiel
Mendes De Carvalho, Junior Joao
Mercola , Joseph Michael
Mercuri, Tom
Meridian Crypto Trust
Messall, Patrick
Meyer, Marvin
Mghari, Rachid
MHT Super Pty Ltd
Michaels, Alexander
Mick, Christopher
Milbert, Chris
Mildbrandt, Mark
Miller Jr, Samuel Garfield
Mindell, David Paul
Miroshnyk, Valentyn
Mirpuri , Dinesh
Misra, Upmanyu
Mohamed Naser Baslaib, Mohamed Ali
Mohan, Arun
Mohr, Lance Randall
Molly Spendthrift Trust
Montford, Harold Kevin
Moon, Wang Sik
Moore, Daniel
Moran, Jeffrey
Moser, Christopher M
Most, Robert
Moure, Brian Campbell

Moutawakkil, Khalil
Mowry, Michael Shane
Mr. Lock Inc
Mukhtar, Saeed
Munro, Ian
Murphy, Thomas Patrick Jr
Muschinski , Eric
Musumeci, Antonio
MWR Investments Ltd
Narang, Shantanu
Neiman, Gary
Neiman, Jason
Neptune Digital Asset
Nervo, Miriam
Neste, Bradley
Ngo, David
Nguyen, Nam
Nguyen, Phuc
Nguyen, Phuong
Nicol, Ronald
Novatzky, Benjamin D
Nung, Warren
Ochisor, Nicolae
Odonoghue, Kieran Terence
Ogletree, Brian
Olumide, Adedayo
Orsinger, Drew Francis
Ortega Arteaga , Daniel
Ortiz, George Emmanuel J
Osborn, Janine
Oso, Kay
Ostrye, Nate
Otero Vila, Juan
Ou, Amon
Owen, Jason Bruce
Owens, Shane
Padalytsya, Daryna
Pae, Mitchell Chon
Pagnanelli, Christopher Joseph
Pagnanelli, Victor Carl
Paholak , Thomas Daniel
Pajeda, Nerijus
Pak, Juno Kol
Palm, Travis John

Palmero, Claude
Papadakis, Elizabeth
Papadakis, Georgios
Pappas, Alex
Pappas, Eugenia
Paraboschi, Gabriele
Paris Castle IV LLC
Park, Seong
Parsons, Aron William
Patel, Mitesh
Patel, Shilla Natvarbhai
Patel, Shital Kantilal
Patil, Abhitabh Aneel
Pearlman, Leah
Pearson, Andrew John
Perez, Julio
Perry, Brett Alan
Peterson, Stephen Paul
Pham, Khai Trinh
Pham, Sophia
Phan, Long
Phonamenon Management Group LLC
Picinic, Nicholas
Pick, Thomas
Pierce, James
Pierson, Justin T
Pinto, Matthew
Pitta, Celso
Piura, Luis
Plutus21 Blockchain Opportunities I, SP
of Plutus21 Global, SPC
Plutus21 Blockchain Opportunities II SP
of Plutus21 Global, SPC
Plutus21 Blockchain Yield I, S.P. of
Plutus21 Global, SPC
Point LLC
Pomeranz, Alex Aaron
Pototschnik, Andrew Alexander
Potts, Shaun
Prabhu, Chetan
Pratt, Folarin
Premoli, Alessandro
Profax Super Pty Ltd
Profluent Trading Inc.

Pronker, Anna
Pundisto, Lalana
Pusnei, Alexandru
Quick, Tyson Lynn
Quinlan, Thomas
Quinn, Christopher Michael
Qureshi, Ashar
Radeckas, Domantas
Rainthorpe, Robert
Raj, Rafael
Rakim, Kenneth
Ramsey, Roy
Ranchod , Pravin
Randel Brown Crypto Ventures, LLC
Rasmussen, Adam
Rathna Yake, Samira Sandaruwan
Reid, Robert W
Reiss, Andrew Wesley
Reitz, Spencer Mcdowell
Reph, Ryan Don
RHMP Properties Inc
Rianova Limited
Richardson, Eric
Rieu, Guillem
Ritholz, Susan K
Ritter, Dale
Ritter, David
Ritter, Linda J
Ritter, Paul
Robert, Alexander
Robert, Joseph Murdoch
Robinson, Andrew Douglas
Rodman, Kaori
Rojas, Roberto R
Roness, Philip Andrew
Ronning, Donald
Rooney, Alan
Rooney, Derek
Roos, Evert Christian
Rueca, Jaydee Crissare Racho
Rusanescu, Vlad
Russell, Jr, Frank Charles
Ruszkay, Andrew Conard
Ryan, Robert

S V Kandiah, Sivam
Sabariaga, Jethro
Sabba, Isaac
Saenz, Jesus Armando
Saker, Douglas
Salera, Manuel
Samaha, Georges Farah
Samian, Mohammed
Sandrana, Naidu Appalaswamy
Sarwar, Shahzad
Savich, Tatjana Tina
Sayer, Carey
Scalar Investments Corp.
Schallmann, Justin
Schardt, Natalie
Schauder, Marco
Schenk, Rolf
Schile, Clay Jeremiah
Schmid, Alan
Schramm, Ryan Kristian
Schroeder, Jesse
Seldes, Richard
Seneca, Michael James
Sepp, Todd Edward
Sese, LLC
Sevastopoulos, Haralambous
Sevastopoulos, Konstantinos
Shar, Stephen Phillip
Sheehan, Todd Michael
Shekhter , Dina
Shepherd, Lloyd Thomas
Shriver, Damien Jay
Sidibe, Aissata
Sigle, Manfred
Simard, René-Marc
Simonsen, Robert
Simov, Svetoslav
Singh, Balbahadur
Sirjoo, Jitindra Wayne
Siwik, Robert
Skrocki , James A
Slater, Brian Thomas
Slater, Glen Brian
Sleeper Hill Investments LLC

Sleeper, Richard Daniel
Sleeping1 LLC
Smith, Bob
Smith, Daniel W
Smith, David Silva
Smith, Nelson Courtney
Smith, Ralph
Snowman, Michael J
Solyom, Andrew
Sommer, Michael
Sondhi, Tarun
Souders, Jack Trayes
Soulier, Matthew Frost
Southgate Superannuation Pty Ltd
Spain, Betty J
Spain, Court W
Speterson Rd LLC
Spriggs, Leeton
Sprinkle, David
Srisaikham, Palita
Stapleton, Paul
Stefanski, John
Steger, Reinhold
Stein, Jason
Steinberg, Michael
Steinborn, Steven Harold
Stephenson , Cecil
Stevens, Ashleigh
Stevens, Daron Robert
Stevenson, Nicholas
Stewart, Russell Garth
Stjohn, Sean
Stock , Jr., Darrell Lee
Stolle, Diane
Stringer, Douglas Ross
Strobilus LLC
Sublett, Sandra
Suckno, Keith Michael
Summers, Adam Neal
Sun, Siqi
Suskind, Joseph
Sutedjo, Juwono
Sutfin, Miller
Sutton, Richard

Sutton, Sebastian
Sweeney, David
Swyftx Pty Ltd
Sypniewski, Christian
Taiaroa, Keri David
Taibi, Charlie
Tall Tree Consulting LLC
Tan, Richard
Tan, Yan
Tanaka, Colleen Takeko
Tanner, Delbert Hodges
Tap Root, LP
Thayer, Craig William
The Anna Pistey Family Trust
The CAEN Group LLC
The Kevin Batteh Trust
The KNL Family Trust
The MSL Family Trust
Thomann , Michael John
THOMAS DIFIORE CHILDRENS GST
INVESTMENT IRRV TR
Thomas, Michael Anthony
Thornton, William Arthur
Tincher, Steven Jess
Tirupattur Narayanan, Swathi Lakshmi
Tobias, Scott Jeffrey
Trahan, Ryan Michael
Tran, Anhminh Le
Transparencyx LLC
Trebtow, Jens
Tremann, Christopher Ernest
Trucksess, Cory
Trundy, Cory Lane
Truschel, Sante Kundermawan Arien
Trussell, Mark
Tsai, Jonathan P
Tsang, Kwan Ming
Tsang, Wai Nam
Tsonis , Con
Tuganov, Ignat
Turpin, James Phillip
Turtle, Ryan Michael
Tychalski, George
Tyler, Craig Edward

Ubuntu Love Pty Ltd
Ughetta, Mark Richard
Ulrey, Renard
Untermeyer, Ricky
Uppheim, Kristoffer
Urata-Thompson, Harumi
Ustymenko, Vadym
Valdes , Stephen
Valenzuela, Daniel Anthony
Valkenberg, Renaud
Van De Weerd, Eugene
Vance, Shawn Dylan
Vanhooose , Derek Paul
Vault12, Inc
Vegancuts Inc.
Vendrow, Vlad
Venema, Wim
Verheyen, Kenneth
Vetsch, Richard
Vidmar, Ziga
Villinger, Christopher
Vincent, Carolyn Margaret
Vivar, Emmanuel
Vivas, Rafael
Vozzo, Mark Joseph
Wade, Ryan Kenneth
Wagner, Thomas Nichols
Walbeer Singh, Balwinder Singh
Walcott, Robert
Walker, Raphael
Walkey, Thomas
Wang, Feiting
Wang, Yidi
Wangler, Mason Christian
Watkins, Matthew
Wątor, Wojciech
Weimert, Bradley Thomas
Weiss, Allen Robert
Weiss, Christoph
Welby, Caitlin
Wells, Jason
Wendling, Vincent
West, Darren
Westhof, Tonia

Wexler, Kevin Jay
Wheeless, Daniel
White, Brendan Battaglia
White, David
Whittlinger, Ryan
Wielzen, Fons
Wierman, Duncan Craig
Wierzbowski, Radoslaw Lech
Wilcox, Waylon J
Williams II, Robert
Williams, Brendan
Williams, Charles
Williams, Charles W.
Williams, Paul
Williamson, Hiram
Wiseman, Timothy
Witkin, Daniel
Wolf, Cody Lee
Wolstenholme, MacGregor
Woltzenlogel Paleo, Bruno
Wong, Eric Flores
Wong, Jason
Woo, Ken
Woodward, Laurie
Woolsey, Jonathan
Wright, Christopher
Wright, Timothy
Wu, Xinhan
Xiao, Ling
Yang, Yen-Huoy
Yao, Mark
Yarwood, Darren G
Yates-Walker, Josh Oisin
Yeung, Tak H
Yoon , Tera Sahyun
Yoon, Andrew
Young, John Martin
Young, Rudolph Paul
Young, Timothy Shannon
Younts, David
YU, BYUNG DEOK
Yu, Jenny
Zaharieva, Katerina
Zahra, Carmelo

Zarchi, Meir
Zhang, Kevin
Zhang, Qinghua
Zhang, Xi
Zhao, Tianqi
Zhong, Jimmy
Zhou, William

Ziglu Limited
Zijlstra, Fayce
Zimmermann, Oliver
Zipmex Asia Pte Ltd.
Zwick , Matthew James
Zygas, Viktoras

Schedule 1(u)

Significant Competitors

BlockFI
Voyager Digital Holdings, Inc.
Voyager Digital LLC

Schedule 1(v)

Significant Equity Holders

Advanced Technology Fund XXI LLC	Isaias, Estefano
Altshuler ShahamTrusts Ltd	JR Investment Trust
Artus Capital GmbH & Co. KGaA	Jubayli, Jad
Barse, David	Kazi, Ylan
BNK to the Future	Knuth Walsh, Sandra
Bui, Dung	Kordomenos, James
BullPerks BVI Corp	Lamesh, Lior
Caisse de dépôt et placement du Québec	Mauldin, Alan L.
Carter, William Douglas	Mauldin, Michelle E.
CDP Investissements Inc.	Mowry, Michael
Connolly, Thomas	Pistey, Robert
Craig Barrett	Remen, Yaron
Craig Barrett Andersen Invest	Shamai, Shahar
Luxembourg S.A. Spf	Tether International Ltd
Cruz Caceres, Juan	tokenus Investment AG
European Media Finance Ltd	Tran, Anhminh
Fabric Ventures Group Sarl	Treutler, Johannes
Gialamas, John	WestCap Celsius Co-Invest 2021, LLC
Gumi Cryptos Capital LLC	WestCap Group
Heliad Equity PartnersGmbH & Co. KGaA	WestCap SOF Celsius 2021 Aggregator, LP
Hoffman, David	WestCap SOF II IEQ 2021 Co-Invest, LP
Intership Ltd	

Schedule 1(w)

Taxing Authority/Governmental/Regulatory Agencies

Alabama Securities Commission
Alaska Division of Banking & Securities
Arkansas Securities Department
Autorite Des Marches Financiers (AMF) -
Canadian Securities Administrators
California Department of Financial
Protection and Innovation
Commodity Futures Trading Commission
Commonwealth of Massachusetts Office
of The Attorney General
Commonwealth of Massachusetts
Securities Division
District of Columbia Department of
Insurance, Securities and Banking
Financial and Consumer Affairs Authority
Financial Conduct Authority
Georgia Office of Secretary of State
Securities & Charities Division
Gibraltar Financial Services Commission
Hawaii Department of Commerce and
Consumer Affairs
Illinois Securities Department
Kentucky Department of Financial
Institutions
Minnesota Attorney General Office
Minnesota Department of Commerce
Mississippi Secretary of State Office
New Hampshire Bureau of Securities
Regulation
New Jersey Bureau of Securities
New Jersey Office of The Attorney
General

North Carolina Department of The
Secretary of State
Office of The Attorney General of
Missouri
Office of The Montana State Auditor
Office The Attorney General of West
Virginia
Pennsylvania Bureau of Securities
Compliance and Examinations
Pennsylvania Department of Banking and
Securities
South Carolina Office of The Attorney
General
South Dakota Division of Insurance
Securities Regulation
State of California Department of Justice
Public Inquiry Unit
State of Idaho Department of Finance
State of New York Office of The Attorney
General, Division of Economic Justice
State of Oklahoma Department of
Securities
Tennessee Department of Commerce and
Insurance Financial Services Investigation
Unit
Texas State Securities Board
The Ontario Securities Commission (The
OSC)
United States Department of Justice
United States Securities and Exchange
Commission
Washington State Division of Securities

Schedule 1(x)

U.S. Trustee Personnel for the Southern District of New York

Abriano, Victor
Arbeit, Susan
Bruh, Mark
Cornell, Shara
Gannone, James
Higgins, Benjamin J.
Joseph, Nadkarni
Masumoto, Brian S.
Mendoza, Ercilia A.
Moroney, Mary V.
Morrissey, Richard C.
Ogunleye, Alaba
Rodriguez, Ilusion
Schwartz, Andrea B.
Schwartzberg, Paul K.
Scott, Shannon
Sharp, Sylvester
Tiantian, Tara
Velez-Rivera, Andy
Vescovacci, Madeleine
Wells, Annie
Zipes, Greg M.
Allen, Joseph
Black, Christine
Harrington, William K.
Leonhard, Alicia
Penpraze, Lisa
Riffkin, Linda
Schmitt, Kathleen
Van Baalen, Guy A.

Schedule 1(v)

UCC Members and Other UCC Professionals

Andrew Yoon
Coco, Christopher
Keith Noyes
Robinson, Mark
Scott Duffy
Thomas DiFiore
Warren, Caroline
Kroll Restructuring Administration LLC

Schedule 1(z)

Utilities

AT&T
Comcast
Cox Business
EE Limited
Giffgaff
Google Fiber
Hypercore Networks, Inc.
Lightpath Fiber
Lumen
Ring Central Inc.
Spectrum Enterprise
Verizon Wireless

Schedule 1(aa)

Vendors

1-800 Flowers	Alchemiq
1-800-GOT-JUNK?	Alex Fasulo, LLC
192 Business Experian	Algo Adtech Ltd.
221B Partners	AlgoExpert
3 Verulam Buildings	Alitalia
4imprint	AlixPartners LLP
9Beach Latin American Restaurant LLC	Allianz Global Assistance
A Georgiou and Co LLC	Aloft Hotel
A. Kfir holdings	ALPHA Events Limited
A1 Express	AlphaGraphics
A23 Boutique Hotel	Altsholer benefits
A24 Limited	Amazon
a2e	American Airlines
Abacus	American Family Connect Property and
Abacus Labs Inc	Casualty Insurance Company
ABF Freight	American Lock & Key
Acrion Group Inc.	Amon Card Limited
Ada Support Inc.	Amon OU
Adam Milo	Amplify LTD
Adams, Jeffrey	Amsalem Tours & Travel Ltd
Adobe	Amtrak
Adobe products	Anat Raziel
Adonis Demetriou	Andersen LLP
AdTrav	Andreia Cucio Guisordi
Advogados, Almeida	Andreou, Foteini
Agile Freaks SRL	Andromeda
AgileEngine	Anna Pitzman
AGS Exposition Services	Any.do
Ahrefs Pte. Ltd.	Appbot
Ai Fiori	Apple Search Ads
Ainsworth	Apple Store
Air Essentials	AppsFlyer Inc
Air France	Aqua Kyoto Ltd
Air Serbia	Arce, John
Airspeed18 Ltd.	Arlo SoHo Hotel
Akasaka Vetro 4F	Arocon Consulting LLC
Akerman LLP	ArtDesigna
Akin Gump Strauss Hauer Feld LLP	Ascential Events (Europe) Limited
Alaric Flower Design	Asha Gabai
Alaska Air	Ashby & Geddes
Alba Invest Doo	Asher Harel

Asher Hersgkowitz
Aston Limo Service
AT&T
Athlonutrition S.S
Atlassian
Atom Exterminators Ltd
Auger, Matthew
August LLC
Auth0 Inc.
AutomationEdge Technologies Inc.
Avaya Inc.
Avishar
Aviv Reut
AVL Services LLC
Avner Mor
Avraham, Daniel
Azmi & Associates
B&C Camera
B&H Photo
Bamboo HR
Bamboozle Cafe
Bari Catz
BCAS Malta Ltd
BCL Search
Becerril, Jose Maria Caballero
Begg, Yusuf
Bellwood Global Transportation
Benzinga
Bernard Kulysz
Best Buy
Best Name Badges
Big Cartel
Bill.com
BIND Infosec Ltd.
Bionic Electronics
Birchams Art
Bitboy Crypto
Bitcoin.com (Saint Bitts LLC)
Bitfinex
Bitfly
Bitfo, Inc.
BITGO
Bitmain Technologies
Bittrex Global

Bitwave
Blacklane
Blackpeak Inc
Blake & Company
Block Solutions Sdn Bhd
Blockchair Limited
Blockdaemon Limited
Blockfrost.io
BlockWorks Group LLC
Bloomberg Finance LP
Bloomberg Industry Group
Blue Edge Bulgaria EOOD
BLUE MOON CONSULT
Blue Rock
BlueVoyant Israel Ltd.
Board Game Designs
Bob Group Limited
Bolt Food
BOOKYOURCOVIDTEST.COM
Boston Coach
Bowell, Reuben
Bradley, Marc
Braun, David
Brave Software International
Brazen Head Irish Pub
Brendan Gunn Consulting Group
British Airways
Brooklyn's Down South
Brown, Charlotte
Brown, Oliver John
BROWSERSTACK INC.
BTC 2022 Conference
BTC Media, LLC
Budget Rent A Car
Bulwerks LLC
Bulwerks Security
Burns, Matthew
Business Insider
BuyMe
Buzzsprout
C.A.N. Mouzouras Electrical Contractors
Cablevision Lightpath LLC
Calendly LLC
Callaghan, Simon

Canva
Caola Company, Inc.
Capitol Hill Hotel
Caplinked
Carey Executive Transport
Carithers Flowers
Carmo Companies
Carta, Inc.
Caspian Holdings, Ltd
Castillo, Diana
CAYO Rafał Molak
CDPQ U.S. Inc.
CDW
Cellcom
Central Park
Chain of Events SAS
Chainalysis, Inc.
Chamber of Commerce Tel Aviv
Chamber of Digital Commerce
Chan, Calvin
Chang, Yung-Tang
Charalambous, Alexia
Charmant, Audrey
Chick-fil-A
Chief
Ching, Lam Wai
Christodoulou, Antonis
Christodoulou, Christodoulos
Christou, Renos
Cision Us Inc.
citizenM
Cleargate
Cleverbridge
Click and Play - Conteudos Digitais Lda
ClubCorp
CMS CMNO LLP
CoderPad
Coffee Distributing Corp.
Cogency Global Inc.
CoinDesk Inc.
Coinfirm Limited
Coinlend
CoinMarketCap
CoinRoutes Inc

Coleman, Bradley K
Comcast
Compliance Risk Concepts LLC
Concorde Hotel
Consensus
Consensys Ag
Consumer Technology Association
Contentful, Inc.
Cooper Global
Coppell FC
Core Club
Core Scientific
Corsair Gaming, Inc.
Costco
Costica, Tudor
Coursera
Cox Business
Creative Video Productions Limited
Creditor Group Corp.
Creel, Garcia-Cuellar, Aiza y Enriquez, S.C.
Crelin Peck Consulting LLC
CRP Security Systems Ltd
Crypto Fiend
Crypto Love
Crypto Wendy O
CryptoDailyYT Ltd
CryptoRecruit Pty Ltd
CSC
CT Corporation
C-Tech Constandinos Telecommunication Ltd Co
CTI Solutions
Curb Mobility
Customer.io
CVS pharmacy
Cyberforce Global Limited
Cyesec Ltd.
Cyta
Dalia Mintz
Dalvey & Co
Dan Hotels
Dana Lev
Daniel J. Edelman, Inc.

Data Dash
Datapoint Surveying
David Meltzer Enterprises
David Rabbi Law Firm
Dawson, Meryl
DBeaver
DEALEX MOVING LLC
Dearson, Levi & Pantz, PLLC
Debak, Antun
Decentral Media Inc
Decode
DeepL
Del Friscos Grille
Delaware Division of Corporations
Dell
Deloitte Tax LLP
Delta Airlines
Department of Financial Protection and
Innovation
DERRIERES
Desk D.O.O
Dezenhall Resources
DHL
Dias, Eric
Diesenhaus
Digital Asset News, LLC
Dinwiddie, Spencer
DLC Distributed Ledger Consulting
GmbH
DNSFilter
Do Not Sit On The Furniture
Docker
Doit
DoiT International
DoiT International UK and I LTD
DoorDash
Dor-aviv.
Dow Jones & Company, Inc.
Dragos DLT Consulting Ltd.
DRB Hosting Ltd. (Deribit)
Dream Hotels
Dreifuss, Itai
Dreyfus, Fernando
Dribbble

DSV
Dune Analytics
Dynasty Partners
E.C electricity
E.R. Bradleys Saloon
Eagle County Regional Airport
Ecrime Management Strategies, Inc dba
PhishLabs
Eddison, Mark
Edgewater Advisory, LLC
EE Limited
Eede, Jelle Van den
Egon Zehnder International Inc.
Eitan Shopen
El Al Israel Airlines
Elements Massage
Elite Marketing Group LLC
Elmwood Design Ltd.
Elpida Constantinou
Emanuel Clodeanu Consultancy SRL
Embassy Suites
EMET
Emirates Airlines
Emmanuel, Alaina
Enginuity on Call
EnjoyMaloy Trade Party
Enkur, Gokhan
Enlightium Ltd
ENSAfrica
Enterprise Digital Resources
Enterprise Rent-A-Car
Epitome Capital Management (Pty) Ltd
Eran Tromer
Estate of Edward W. Price Jr.
Ester Lima
Estiatorio, Avra Madison
Etherscan
Etsy
Evaggelou, George
Evan Ferrante
Eversheds Sutherland
Evertas - USI Insurance Services
Evgeni Kif
Exdo Events

Expedia
Exquisite Sounds Entertainment
EY
EZ Cater
Facebook
Fairmont Austin Lodging
FalbaSoft Cezary Falba
Falkensteiner Hotels & Residences
FATAL
FatCat Coders
Fattal Hotels
FedEx
Fibermode Ltd.
Filmsupply
Financial Times
FiNext Conference
FingerprintJS
Finnegan Henderson Farabow Garrett
Dunner LLP
Fintech, Lendit
First Class Vending Inc
Fixer.io
Flixel Inc.
Flonights Limited
Florist, Lovin
Flowroute
Fluxpo Media
Flyday Consult
Forkast Limited
Form Approvals
Forter, Inc.
Fotis Skempes
Four Seasons Palm Beach
Frame.io
Frangeskidou, Angela
Frankfurt School
Frediani, Jeremy
Freeman
From Day One
Frontend Masters
FSCom Limited
Fusion Bowl
G&TP Sweden AB
Gabriel, Lilly

Gandi
Garcia, Adria
Garcia, Migdalia
Gartner Inc.
GEA Limited
GECKO LABS PTE. LTD.
Gecko Technology Partners
GEM
Georgios, Retoudis
Gett
Giftagram USA, Inc
GILA DISHY LIFE COACH LLC
Gilbert + Tobin
GitBook
GitHub, Inc.
GitKraken
Gk8 Ltd
Glovo
Glushon, Jason
GoDaddy.com
Gogo Air
Goin Postal
Goodstein, Nicole
Google Ads
Google Cloud
Google Fi
Google Fiber
Google LLC
Google Play
Gorfriends
GoToAssist
Graham, Wendy
Grammarly, Inc.
Grammerly
GreyScaleGorilla
Grit Daily / Notability Partners
Grozdanic, Jovana
GrubHub
Grunsfeld, Gerry
GSuite
Guarano, Gabriele
Guarascia, Ryan
Guardian Arc International
H2PROD

Hadjipanayi, Christina
Hagal Hayarok
Haim Levy
Halborn Inc.
Hampton Inn
HanaHaus
Handel Group LLC
Hanoch medical service
Haruko Limited
Hattricks Tavern
Hausmann, Christiaan
Headway Workforce Solutions Inc.
Healthy Horizons
Heathrow Express
Hedgeguard
HeleCloud Limited
HelpSystems, dba PhishLabs
Henriksen Butler Nevada, LLC
Herman systems
Hertz
Herzog Fox & Neeman
Highlight Films Ltd.
Hilton
Hire Right
HMRC Shipley
Hobson, James Jonathan
Holland & Knight LLP
Home Depot
Hootsuite
Horasis
Hot Mobile
Hotel Da Baixa
Hotel Majestic
Hotel Midtown Atlanta
Hotels.com
Howden Insurance Brokers Limited
HR Marketing
Hyatt Hotels
Hysolate Ltd
I.A.M.L LTD
Ideal Communications
Idemia
Ignatiades, George
Iliescu, Alexandru

Illumiti Corp
Incorporating Services, Ltd.
Indian Eagle
Inesha Premaratne
Infura
InGenie LTD
Innovatica LLC
INSIDE.COM INC.
INSPERITY
Instacart
Integrated Security & Communications
Intelligo Group USA Corp
Intercontinental Hotel
Intercontinental Miami
Intertrust
Intuit - Quickbooks
InvestAnswers
Invoice Maven
Ioanitescu, Dan
Ioannou, George
Ionut Lucian Ciochina
ip-api
IPQualityScore
Israeli Innovation Authority
Issaschar brothers
IST NY Inc.
Iterable, Inc.
Ivan On Tech Academy
Jack Villacis
Jackson Lewis P.C.
JAMS, Inc.
Jansone, Kerija
Jarvis Ltd.
JB Hunt
JetBlue
JetBrains
Joberty Technologies
Jobinfo
John Lewis & Partners
JSC Royal Flight Airlines
Juliet International Limited
Jumbo stock
Jumpcut 3D
Juniper Office

K.F.6 Partners Ltd
Kairon Labs BV
KALC LLC
Kanoo Pays
Kasafot Magen
Kazaka, Krista
Keeper Security
Kenetic Trading Limited
Kerr, Bryan
Kerry Hotel HongKong
KeyFi, Inc.
Kforce Inc.
Kimpton Surfcomber Hotel
KINOLIFE LLC
KINTSUGI, Unipessoal Lda.
Knight, Derek
Knobs B.A.C.
Kohl's
Kokoni, Eirini
Kordomenos, James
Korn Ferry
Koutra Athos Sotiris
Koutra, Athos
Kozlowska, Kasandra
Krispy Kreme
Kroll Advisory Ltd
Kunder, Nikhil
kuperpan
L & L Moving Storage & Trucking LLC
La Maison Favart
Lackner, Joe
Las Vegas Window Tinting
Latham
Lau, Weyne
LaunchDarkly
Lawn Care
LawnStarter
Leaa
Leadmetrix
Lenou, Neovi
Leonard, Carleen Ann
Lermont Ltd.
Levy Cohen
Li, Hsu Kang

Line Group
Linkedin
LinkedIn Corporation
LinkedIn Ireland Unlimited Company
Lithify Limited
Locate852
Loews Hotels
Logitech
Logshero LTD
Logz.io
Lopez, Galo Fernandez
Loucaides, Michael
LS Future Technology AB
Lucas, Felipe
Lucidchart
Lucille's Smokehouse Bar-B-Que
Lufthansa Deutsche
Luis Filipe Espinhal
Lumen
Lunar Sqaures
LVC USA Inc.
Lyft
Madison Liquidators
MadRev LLC
Mak, Oleena
MAKARIM & TAIRA S.
Malamas, Vasileios
Maltego Technologies
Mambu Tech B.V.
Mammoth Growth LLC
Mamoulides, George
Mandarin Oriental Hotel
Manhattan Bagel
Manzo's Suites
Maren Altman FZCO
Marios Locksmith Limited
Marriott Hotels & Resorts
Marsh USA
Matthew D'Albert
Maxon
Mayami Mexicantina
Mazars LLP
Mazars Ltd
McCarthy Tetrault LLP

McDonald, Tracey
McLagan Partners Inc.
MCM 965
mDesign
MediaOne Partners
Mei Avivim
Melio
Memorisely
Metropol Palace
MF Partners LTD
MFA Network
MGM Grand Hotel
Miami Beach Convention Center
Michael Cimo (Statera Bellus)
Michael Page International Inc
Michaels
Michaels, Panayiotis
Michailidou, Anna
Microsoft
Microsoft Azure
MINDS
Minute Man Press
Mitugon
Mixed Analytics
Mixpanel Inc.
Momentum Media Group
Monarch Blockchain Corporation
Monday.com
Moo Printing
Moon, Eddie
Moralis Academy
Morreale, James
Morris, Manning & Martin, LLP
Moschoulla Patatsou Christofi
Motion Array
Motion Design School
Mould, Darron John
Move4Less
Moya
MTA
Muens, Philipp
Mullholand, Lindsey R.
Mulligan, Scott
Music 2 The Max

MVP Workshop
Myer-briggs
Mylona, Olimbia
MythX
Nachmias Grinberg
Nagy, Eniko Andrea
Naidu, J Raag
Namecheap
Namlessplace
Natan Zecharia
National Office Interiors & Liquidators
Nationwide Multistate Licensing System
Navex Global, Inc.
NBC Universal
Nectar
Nespresso
Nethercote, Holley
Nevada Sign
New Spanish Ridge, LLC
NextGenProtection
NICE Systems UK Limited
Nico Signs Ltd
Niki-nikayon
Nisha
Noam Rozenthal
Nord Layer
Nordlogic Software SRL
Nordstrom
Nossaman LLP
Notarize
Nothing Bundt Cakes
Nuri
NuSources
Nyman Libson Paul LLP
OAKds, Inc
Ocean View Marketing Inc.
Office Depot
Office Movers Las Vegas
Office Star B2B Ltd
OfficeSpace Software Inc
OFFICEVIBE
Offord, Scott
Ogilvy, David
OKEx

Onchain Custodian Pte. Ltd.	Postman
Onfido	Postmates
Onfido Ltd	Practising Law Institute
Onfido, Inc	Praktal computers
Optimizely, Inc.	Premier Due Diligence LLC
Oracle Corporation UK Limited	Premium Beat
Otter.ai	Prescient
Owen Lanktree	PRG U.S. Inc
PABXL	Print Hoboken LLC
Pack & Send	Printful, Inc.
Paddle	Priority Power
Pagliara Entertainment Enterprises LLC	Pro Blockchain
Palantir Security LTD	Prokopis, Konstantinos
Panago, Constantine	Proof Of Talent, LLC
Panasonic Avionics Corporation	PROTECT OPERATIONS LTD
Panera Bread	PSE Consulting Engineers, Inc
Paneva, Violina	Psj Kanaris Enterprises Ltd
Panorays LTD	PTI Office Furniture
Panorays Ltd.	PubliBranco
Papademetriou, Fotis	Public Access to Court Electronic Records
Papaya Global Hk Limited	Pure Marketing Group
Park MGM Las Vegas	Purescence LTD
Park Plaza Hotels	Pušonja, Mališa
Parklane Resort & Spa	Quality Inn
Party City	Quantstamp, Inc.
Patchen, Aaron	Quoine PTE. LTD.
Patentic	RA Venues at Churchill War Rooms
Patrner	Raducioiu, Iulia
Paxful Inc.	Rahman, Kent
Payplus By Iris	Rails Tech, Inc.
Payplus Ltd	Real Vision Group
Peas Recruitment Limited	Rebecca Sweetman Consulting Ltd
Peninsula Business Services Limited	Reblonde
Pesach Zilberman	Reddit, Inc.
Phase II Block A South Waterfront Fee LLC	redk CRM Solutions LTD
Photo Booth Vending	Refaeli, Alon
Piechocinska, Olga	Reflectiz Ltd.
Pillakouris, Maria	REGUS Management Group, LLC
Plaid Inc.	Remarkable
Pluralsight	Residence Inn
Polihouse Boutique Hotel	Resources Global Professionals
Polyrize Security Ltd.	Restream.io
Portswigger	Rethy, Istvan-Levente
	Retool Inc

Rever Networks
RFO Conferences Organizing LLC
Rhind, Ryan
Ring Central Inc.
Ríos, David García
Rosewood Hotel
Rothschild TLV
Royal Mail
Royalton Hotel
Rubin, Jaclyn
Russell, Jacob
S.P.A. DATA4U LTD
Sabana Labs S.L.
Saffron Indian Cuisine
Saliba, Paul S
Sam's Club
Sam's Limousine & Transportation, Inc.
SAP America, Inc.
Sawhney, Rajiv
Schoen Legal Search
ScraperAPI
Seamless
SECUREDPCS INC.
Securelogic Ltd.
Securitas Security Services USA, Inc.
Seese, Dylan
Segment, Inc.
Selfridges
SendSafely
Sentry
Setovich, Javier
SEVIO FZC
SewWhatAndWear
SFDC Ireland Limited
Shani solutions
Sharma, Bharti
Shekel Ofek
Sheraton Hotels
Sherfi Yehuda, construction
Shimrit
Shitov, Alexey
Shkedi, Jonathan
Shlomo Kezas
Shloofta

Shutters On The Beach
Shutterstock
Silva, Karl Da
Silverman, Tyler
Similarweb Inc.
SJP Properties, General Construction
Sketch
Skew
Slack
Slack Technologies, LLC
SlideTeam
Small Pocket Video
Smart City Networks, LP
Smartcontract Inc.
Smith, Winston Royce
SMSF Association
Snowflake Inc.
Softsale
Soho Beach House
Solarwinds
Solomon, Levi
Soltysinski Kawecki Szlezak
Somech Hikin
SonarSource
Sopracasa, Erik
South City Kitchen
Southwest Airlines
Sovos Compliance
SP VICE LTD
Spears Electric
Spectrum
Sponja cleaning
Sponsor United
SportsInternship, LLC
Sposato, Dalila
SpotHero
Standard Restaurant Equipment Co.
Staples
Starbucks
Statusgator
Stephanos Greek & Mediterranean Grill
Stot and May
Stuart Tracte Photography
Studio ViDA

Sublime HQ Pty Ltd
Superpharm
SuperSonic Movers
Surety Solutions, a Gallagher Company
Swag.com
Swept
Swiss International Air Lines Ltd
Switchup
SXSX LLC
Synapse Florida
Syndic Travel
TAAPL.IO
Tableau Software, LLC
Talking Cocktails
Tampa Printer
Target
Tasker, Stephen
TaskRabbit
TaxBit, Inc
Taylor Wessing LLP
TCL PUBLISHING LIMITED
TDSO Ltd.
Team Netcon
Teamz, Inc.
Tel Aviv city tax
Tembo Embroidery
Ten Manchester Street
Tenderly
Teng, Aaron
Terra Panonica
TET Events
The Benjamin
The Block Crypto
The College Investor LLC
The Diplomat Resort
The Expo Group
The Female Quotient LLC
The Harris-Harris Group LLC
The Hudson Standard
The Information
The Jaffa Hotel
The Junk Masterz
The Junkluggers
The Killian Firm, P.C.

The Left House
The Million Roses
The New York Times
The Ritz-Carlton
The Silhouette Building
The Trade Group Inc
The Wings Hotel
The Zegans Law Group Plc
Theocharous, George
Thimble
Thomson Reuters
Thrasylvoulou, Olga
Thunderclap LLC
Timeclock 365
Tinoco, Diana
Titan Office Furniture Ltd
T-Mobile
TNW Events B.V.
Tokentalk Ltd
Toll Free Forwarding
Tomer Zusman
Toolfarm
Tore, Alex
Towers Watson Limited
TradingView, Inc.
Transunion
Trash Cans Warehouse
TRD Comm
Trello, Inc.
Trovata Inc
Trustpilot Inc.
TubeBuddy
Turkish Airlines
Turley, Andrew
Twenty84 Solutions
Twilio
Twitter
Uber
Uber Eats
Udemy
Uline
Unbound Tech Ltd.
Unifire Extinguishers Ltd
United Airlines

University Arms Hotel
Unstoppable Domains
UPS
Upstager Consulting, Inc.
UrbanStems
USA Strong Inc
USA Strong, Inc.
UsabilityHub Pty Ltd
Usastrong.io
USPS
V3 Digital LTD
Valere Capital
Value financial services
Vandervelde, Jeffrey
Vanguard Cleaning Systems of Las Vegas
Varonis Systems Inc.
Varzea, Monica
Vasileiou, Eirini
VCU Blockchain
Veliz, Jessica
Vercel Inc.
Verified First, LLC
VerifyInvestors.com
Verizon Wireless
Vert & Blanc Enterprises Ltd
ViaSat
Victor Pla Bustos
Virtru
Virtual Business Source Ltd
Virtually Here For You Ltd
Vivid Edge Media Group
Volta Systems Group
VoskCoin LLC
Vrazic, Michail
VSECNOW LTD
Walgreens
Wall Street Journal
Walmart
Wang, Yuanbo
Warwick Hotel

Wayfair
WCEF, LLC
West Coast Pure Water, LLC
WestCap Management LLC
Whirling Dervish Productions
Wilde Aparthotels
Wingerden, Gerrit Van
Wintermute Trading Ltd
Wlosek, Ewa
Wolf Theiss
Wolt
Wolters Kluwer
Workland
Workspace Management Ltd
World Economic Forum
World travel
WP Engine, Inc.
Wyndham
Wynn Las Vegas
Yaniv Taieb
Yellin, Sruli
Yellowgrid
yellowHEAD LTD.
Yeshayaho Blumfeld
YHM Technologies
Yiadom, Prince
Yigal Arnon
Yohann
YouTube Premium
Zapier.com
Zendesk, Inc.
Zeplin
Zeplin Unc.
Zoeller, Arielle
Zoho
Zoom
ZoomInfo
Zubtitle
Zuraz97 Limited

Schedule 2

Connections

ABF Freight	Calderone, Anthony
Adobe	Carter, William
Adobe Products	CDW
Ainsworth	Centerbridge
Akerman LLP	Centerview Partners
AlixPartners LLP	Cerberus
Allianz Global Assistance	Chick-fil-A
Aloft Hotel	Chief
Alvarez & Marsal	Chime
Amazon	Cision Us Inc.
Aos Investments LLC	ClubCorp
AP Capital Investment Limited	CMS Holdings LLC
Apollo	CMS CMNO LLP
Apple Search Ads	Cogency Global Inc.
Apple Store	Comcast
ArentFox Schiff LLP	Consensus
Argo Innovations Labs, Inc.	Consensys Ag
AT&T	Cook, Daniel
Atlas Holdings	Corsair Gaming, Inc.
Avalanche	Costco
Avaya Inc.	Cox Business
Axia	Cred Inc. Liquidation Trust
Bain	Crum and Forster Specialty Insurance
Baker, Brian	Company
Baker, William Harold	CSC
Bakkt	CT Corporation
Barry, Patrick	CVS pharmacy
Best Buy	Cyrus
Bitfinex	Daniel J. Edelman, Inc.
BlackRock	Delaware Division of Corporations
Blank Rome LLP	Dell
Bloomberg Finance LP	Deloitte & Touche LLP
Bloomberg Industry Group	Deloitte Tax LLP
Blue Rock	Delta Airlines
Blue Torch	DHL
BNY Mellon	Dickinson Wright PLLC
British Airways	Dixon, Simon
Buchalter, A Professional Corporation	DSV
Buckley	Duane Morris LLP
Byrne, Michael S	Dunn, Michael
Cablevision Lightpath LLC	Eisler Capital
Caisse de dépôt et placement du Québec	Enigma Securities Limited

Enterprise Rent-A-Car
Expedia
EY
Facebook
Federal Trade Commission
FedEx
Fidelity
Figure Technologies
Financial Conduct Authority
Finnegan Henderson Farabow Garrett
Dunner LLP
FIS
Fisher, John
FisherBroyles, LLP
Focalpoint (B. Riley)
Forter, Inc.
Fortress
Freeman
FTX
Fuller, Christopher Wayne
Gartner Inc.
Gaston, Paul
Gates, Christopher
Gemini
Genesis Global Capital LLC
Godfrey Kahn
GoldenTree
Google LLC
Great American Insurance Company
GrubHub
Hampton Inn
Hertz
Hilton
Holland & Knight LLP
Home Depot
Hopkins & Carley
Houlihan Lokey
Howden Insurance Brokers Limited
HPS
Hudson Bay Capital
Hudson Insurance Group
Hugh McCullough of Davis Wright
Tremaine LLP
Huron Consulting Services LLC
Hyatt Hotels
Idemia

Indian Harbor Insurance Company
Instacart
Intercontinental Hotel
Intuit - Quickbooks
Jackson Lewis P.C.
JAMS, Inc.
Jenner & Block LLP
JetBrains
John Lewis & Partners
Jones Day
JP Morgan
JST Systems LLC
Kirkland & Ellis LLP
KKR
Kohl's
Kraken
Latham
Latham & Watkins LLP
Legalist
LinkedIn
Lloyds of London
Loews Hotels
Logitech
Lord Abbett
Lufthansa Deutsche
Lumen
Luxor
Lyft
Magnetar
Mann, Jeffrey Brent
Markel Insurance
Marriott Hotels & Resorts
Marsh
Marsh USA
Martin, Patrick
Mason, Jeremy
Mastercard
Mazars LLP
McCarter & English, LLP
McDermott Will & Emery LLP
Metropolitan Partners
Meyer, Marvin
MGM Grand Hotel
Michael Page International Inc
Michaels
Michigan Department of Treasury

Microsoft
Miller Jr, Samuel Garfield
Minnesota Department of Commerce
Moore, Daniel
Morgan Stanley
Nasdaq
Navex Global, Inc.
Nguyen, Phuong
Nomura
Nordstrom
Northern Trust
Nothing Bundt Cakes
Oaktree
Office Depot
Office of the Attorney General of Texas
Olympus Peak
Onfido
Oracle Corporation UK Limited
Palantir Security LTD
Panasonic Avionics Corporation
Panera Bread
Pantera
Party City
Patel, Mitesh
Paul Hastings LLP
Pepper Hamilton LLP
Perella Weinberg Partners
Peterson, Stephen Paul
Pluralsight
Postmates
Prescient
Pryor Cashman LLP
Quinn, Christopher Michael
Robinson, Craig
Roche Freedman LLP, A Professional
Corporation
Ryan, Robert
Sam's Club
SAP America, Inc.
Scalar Investments Corp.
Scott, Shannon
Securitas Security Services USA, Inc.
Selfridges
Sentry
Silicon Valley Bank
Silvergate

Singer, Michael
Slack
Smith, Daniel W
Smith, David Silva
Solana
Solarwinds
Sommer, Michael
Sontchi, Christopher S.
Southwest Airlines
Sovos Compliance
SpotHero
Staples
Starbucks
Starstone Insurance
State Street
Stein, Jason
Stonehill Capital
Stoneridge
Target
Taylor Wessing LLP
Tesla
Third Point
Thomson Reuters
T-Mobile
Transunion
Troutman Pepper Hamilton Sanders LLP
Twitter
Uber
Uline
United Airlines
United States Department of Justice
United States Fire Insurance Company
United States Securities and Exchange
Commission
UPS
USI Insurance Services, LLC
USPS
Venable LLP
Verizon Wireless
Vermont Department of Financial Regulation
ViaSat
Visa
Walgreens
Waller Lansden Dortch & Davis, LLP
Walmart
Weir Greenblatt Pierce LLP

Weiss, Allen Robert
WestCap
Williams II, Robert
Wolters Kluwer
World travel
Wyndham

Young, John Martin
YouTube Premium
Zhang, Kevin
Zoho
ZoomInfo Technologies
Zurich Insurance Group